

**SERVICE SPECIFIC TERMS - COLD CHAIN MONITORING & SMART ASSET TRACKING**

Effective starting: 5 April 2020

1. **Defined terms**
2. **Risk of loss, damage, theft or destruction**
3. **Servicing the Devices and resolving faults**
4. **Your use of the Devices**
5. **Regulatory information**
6. **Coverage**

**1. DEFINED TERMS.**

**1.1 “BeeBeacon Aware”** means a Bluetooth Low Energy (BLE) beacon; **1.2 “BeeBeacon Aware GSM”** means is a GSM device designed for monitoring the real-time location and condition of assets without the need for external power;

**1.3 “BeeSense”** means a battery-powered sensor package which may be configured to track parameters such as location, temperature, humidity, tilt, physical shock, tamper and altitude; **1.4 “BeeSense GSM XL”** is an extended battery life GSM device designed for monitoring the real-time location and condition of assets without the need for external power;

**1.5 “Device” or “Devices”** means one or more of the following devices: BeeSense, BeeSense Aware, BeeSense GSM XL, or BeeBeacon Aware GSM devices; **1.6 “Fair Wear and Tear”** means the unavoidable deterioration arising out of the ordinary use of a Device; **1.7 “Hire Period”** means the period of hire specified within our Proposal; **1.8 “Site”** means the fixed or mobile location which you designate for Moro Hub (or our representatives) to install the Devices;

**1.9 “our”, “we” or “us”** means Data Hub Integrated Solutions MORO L.L.C. (**Moro Hub**).

**2. RISK OF LOSS, DAMAGE, THEFT OR DESTRUCTION**

**2.1. Leased Devices.** If you opt to hire the Devices, the risk of loss, theft, damage or destruction of Devices shall pass to you from the moment that the Devices pass into your control, custody or possession. The Devices shall remain at your sole risk throughout the Hire Period and any further term as agreed between the parties until such time that the Devices are accepted back by Moro Hub or its authorised representative. You agree to return all Devices to Moro Hub in the same condition in which you received them with the exception of Fair Wear and Tear. If we are required to replace a Device due to the loss, theft or destruction, then we may levy a charge on you of AED370 per Device.

**2.2. Purchased Devices.** If you opt to purchase the Devices, the risk loss, theft, damage or destruction of Devices shall pass to you from the moment that the Devices pass across the boundary of the Site.

**3. SERVICING THE DEVICES AND RESOLVING FAULTS**

**3.1 Fault reporting.** We do not guarantee the service will be fault-free. If you want to report a fault, please telephone 600 555606 or email support@morohub.com. We will do our best to identify the root cause of any faults and will endeavour to provide you with timely information regarding how long it will take to fix a fault.

**3.2 Servicing.** We may, from time to time, need to service the Devices. We will do our best to minimise the disruption caused to your service during any servicing intervals.

**3.3 Access to the Site.** We may require access to the Site to collect and/or deliver Devices; and/or b) to inspect, test, service, maintain and/or repair Devices. You agree to provide us (and our representatives) with: a) all licences and permits required for us to enter the Site; and b) access to the Site twenty-four (24) hours a day for the duration of the Hire Period for these purposes.

**4. YOUR USE OF THE DEVICES**

**4.1 Hired Devices.** You agree not to lease, lend, or dispose of the Devices that you have hired. You acknowledge that the Devices belong to us and agree not to infringe against our ownership of the Devices.

**4.2. Warranty.** You may end up invalidating the warranty attached to the Devices if you attempt to repair, modify, attempt to improve, interfere with or deface the Devices without our prior written permission.

**4.3 Indemnity.** In the course of using the Devices, you agree to comply with all applicable laws governing data privacy. You agree to indemnify us for any claims, losses, damages, legal fees, and court fees arising out of or in connection with your use of the Devices.

**5. REGULATORY INFORMATION**

**5.1 TRA Notice.** BeeSense devices are authorised for use within the UAE pursuant to TRA authorisation number ER72261/19. You agree not to use any BeeSense devices to supplement or augment audio recording facilities.

**5.2. Data residency.** Your information will be collected, processed and stored by us or our service providers in the United Arab Emirates (UAE) where our servers reside. As a result, your personal information may be subject to legal requirements, including lawful requirements to disclose personal information to government authorities within the UAE. We will disclose

information to law enforcement, or to comply with other legal requests, only if provided with sufficient and appropriate legal process.

**5.3. Specific exclusions.** We are not responsible for any delays, interruptions in service, or data errors or inaccuracies due to incorrect data entry, governmental action, including without limitation inspections or detainment by customs officials, law enforcement, or any other government agency.

## **6. COVERAGE**

**6.1. GSM.** BeeSense devices, are fitted with a roaming SIM card capable of connecting to 2G and 3G GSM quad-band mobile networks. The BeeSense devices will not transmit data within areas suffering from unreliable 2G and 3G connectivity (**Not Spots**). Accordingly, you may experience delays receiving data when BeeSense devices pass through Not Spots.

**6.2 GPS.** BeeAware GSM, and BeeAware GSM XL devices are fitted with a global positioning system (**GPS**) sensor. You may experience a limited service when using BeeAware GSM and BeAware GSM XL devices near buildings, fixed land objects or within indoor or underground areas.

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