

**SERVICE SPECIFIC TERMS – Energy Monitoring and Management***Effective starting: 29 Nov 2020*

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**1. DEFINED TERMS.**

**1.1 “Devices”** means one, or more Energy Monitoring and Management Sensors, and/or gateways devices that are either: a) low-power, wide area network devices; or b) GSM enabled devices capable of transmitting and receiving data utilising low-power radio, 3G, LTE or 5G spectrum bands;

**1.2 “Fair Wear and Tear”** means the unavoidable deterioration arising out of the ordinary use of a Device;

**1.3 “Hire Period”** means the period of hire specified within our Proposal;

**1.4 “Site”** means the fixed or mobile location which you designate for Moro Hub (or our representatives) to install the Devices;

**1.5 “our”, “we” or “us”** means Data Hub Integrated Solutions Owned By DEWA LLC (Moro Hub);

**1.6 “RFS”** means Ready for Service which means the date on which the Devices are installed and are ready for use;

**1.7 “Parties”** means Customer and Data Hub Integrated Solutions Owned By DEWA LLC (Moro Hub)

**1.8 “you”, “your”** mean the Customer;

**1.9 Services** mean the Set-up Services, the Managed Services, the Maintenance Services offered by Data Hub Integrated Solutions Owned By DEWA LLC (Moro Hub);

**1.10 “Contract”** means the Contract (or Agreement) entered between the Customer and Moro Hub pursuant to which the Services are rendered;

**1.11 “Contract Period”** means the duration of hire period.

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

**2.1. Hired 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 enter the boundary of the Site. The Devices shall be under your responsibility and shall remain at your sole risk throughout the Hire Period and for any further periods as agreed between the Parties until such time that the Devices are accepted back by us or our authorised representative. In case you are required to return to us the Devices, you agree to return such Devices in the same condition in which you received them with the exception for Fair Wear and Tear. If we are required to replace a Device due to loss, theft or destruction, then we may levy a charge on you as applicable per Device.

**2.2. Purchased Devices.** At the end of the Hire Period and provided that no outstanding amounts are due from you to Moro Hub, the ownership of the Devices shall directly pass to you.

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

**3.1 Fault reporting.** We do not guarantee that our Services or Devices will be fault-free. If you want to report a fault, please contact 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 Devices that you have hired. 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 for the duration of the Hire Period for these purposes. You hereby agree that you have no objections whatsoever to our access to the Site.

**4. YOUR USE OF THE DEVICES**

**4.1 Hired Devices.** During the Hire Period, you agree not to lease, lend, or dispose of the Devices that you have hired. Subject to Article 2.2, you acknowledge that the Devices belong to us and agree not to infringe against our ownership of the Devices. You may end up invalidating the warranty attached to the Devices if you attempt to repair, modify, improve, interfere with or deface the Devices without our prior written permission.

**4.2. Purchased Devices.** Your use of the Devices will be subject to the terms of our warranty set out within paragraph 7 (*Warranty*) of these Service Specific Terms.

**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.** You agree that the Devices may supplement or augment audio recording facilities.

**5.2. Data residency.** Your information and any information related to the Services & Devices 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. You hereby agree that you have no objection on the content of this Article 5.2.

**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 by any other government agency.

## **6. COVERAGE**

**6.1. GSM/LPWAN.** The devices will not transmit data within areas suffering from poor radio connectivity (**Not Spots**). Accordingly, you may experience delays receiving data if devices are installed or used within Not Spots.

## **7. WARRANTY**

**7.1 Purchased Devices.** We warrant that the Devices sold to you are free from defects in workmanship and materials.

**7.2 Who may use this warranty?** This warranty extends to you.

**7.3 What is covered in this warranty?** This warranty covers the Devices and each of its component parts (**Parts**).

**7.4 How long does this warranty last?** The term of this warranty begins on the date of RFS and continues for a duration of three (3) calendar years.

**7.5. What will we do under this warranty?** In the event of a defect, malfunction, or other failure of the Devices or Parts not caused by any misuse or damage to the Devices or Parts while in your possession, we will remedy the failure or defect, without charge to you, within four (4) weeks from the date you notify us of such defect or failure. Moro Hub may, at its sole option: a) Repair the Device(s) or Parts of it; or b) Replace the Device(s) or Parts of it. If a Device or one of its component Parts still contains a defect or malfunction after a reasonable number of attempts by us to remedy the defect or malfunction, you are entitled to a replacement of the Device without charge.

**7.6 What are the warranty's exclusions and limitations?** This warranty does not cover damage caused by misuse, abuse, or accident or the unavoidable deterioration arising out of the ordinary use of a Device.

**7.7 How can you request service under this warranty?** To obtain performance of any term under this warranty, you must contact us on 600555606 or send an email to support@morohub.com.

**7.8 How does UAE law apply to this warranty?** This warranty gives you specific legal rights, and you may also have other rights which vary pursuant to the laws of the Emirate of Dubai or the applicable federal laws of the United Arab Emirates.

## **8. Term and Termination**

**8.1.** The Contract duration (Hire Period) is 36 months unless the Parties agree in writing to extend such duration. If the Customer wishes to terminate the Contract earlier, the Customer must pay the remaining instalments of the Devices' Price. If the Customer wishes to terminate the Contract before the end of the Hire Period due to unprecedented circumstances, Moro Hub shall decide, at its own discretion and option, to retrieve the Devices and charge the Customer an early termination fee.

**9. Governing Law and Jurisdiction.** This Service Specific Terms shall be governed, construed, and enforced in accordance with the laws of Dubai and the Federal Laws of the UAE without regard to its conflict of laws rules. Any dispute that may arise in connection with this Service Specific Terms shall be first resolved amicably between the Parties and in case of failure to resolve the dispute amicably within a period of 30 days, the matter shall then be exclusively resolved by the Courts of Dubai.

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