

SERVICE SPECIFIC TERMS – MORO CONNECT

Effective starting: 5 April 2020

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1. DEFINED TERMS

1.1 “Moro Connect” means either: a) Unified Communication as a Service (UCaaS) which provides single communications environment by integrating various forms of communications, providing single unified user interface and user experience across multiple devices and various media platforms and/or b) Contact Centre as a Service (CCaaS) delivers enhanced customer experience. It enables companies to utilise the provided contact centre solution, reducing infrastructure costs and their need for internal IT support; **1.2 “Devices”** means endpoint devices, switches, routers and communications Devices that Moro Hub will provide as part of Moro Connect; **1.3. “Fair Wear and Tear”** means the unavoidable deterioration arising out of the ordinary use of a Device; **1.4 “Hire Period”** means the period of hire specified within our Proposal; **1.5 “Site”** means the location which you designate for Moro Hub (or our representatives) to install the Devices. **1.6 “our”, “we” or “us”** means Data Hub Integrated Solutions Owned By DEWA LLC (**Moro Hub**).

2. EXCLUSIONS & DISCLAIMERS

2.1. Exclusions. We make no warranty whatsoever with respect to the Moro Connect service, including any: (a) warranty of fitness for a particular purpose; or (b) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. 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.

2.2. Emergency calling. Moro Connect is not intended to support or carry emergency calls to civil defence, hospitals or other emergency services. It is your responsibility to purchase wireless mobile or fixed telephony services that can be used to connect to the emergency services.

2.3. Devices. We grant you the right to use the Devices. Title or interest in the Devices shall vest with the Device manufacturer. You agree not to lease, lend, or dispose of 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.

2.4 PCI/PCI DSS. Moro Connect is not designed to be compliant with the payment card industry data security standard also referred to as PCI or PCI DSS.

2.5 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.

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 Contract for these purposes.

3.4 Service Credits. If you are entitled to receive service credits due to our service failing to meet our key performance indicators, then you must file a formal request for credits no later than forty five (45) days following the measurement period in which you believe credits were to be paid.

4. YOUR COMMITMENTS

4.1. Reporting. We will endeavour to provide you with a project management plan detailing our timescales and delivery commitments to you. From time to time, we will need you to review project management reports, test plans and user acceptance schedules (**Reports**). You commit to reviewing these as soon as reasonably practicable and no later than three

(3) working days following receipt. If we do not receive a reply from you, we are entitled to treat that as your acceptance of our Reports.

4.2. Project management. From time to time, we will brief you on our services to transition services from your current supplier to us, commence service operation, implement change control processes, provide incident & service management, on-site support. During this time, you will need to provide us with all information that we may reasonably require and to review all of the permissions that we may request to deliver the services for you.

4.3 Security. We may require you to follow our instructions to mitigate the risk of viruses, malware, trojans or other known cyber threats being introduced on to our network.

4.4 Your network. From time to time, we will need to perform network readiness assessments. This means that we will use a video over IP and voice over IP simulation assessment tool that is capable of generating video over IP and voice over IP traffic on your internal network. We may require you to upgrade the bandwidth within parts, or all of your network to reduce the latency within your network, implement quality of service controls enable to optimise the traffic across your network. If you are unable to upgrade your network, we cannot accept any responsibility for the degradation of service that you might experience when using Moro Connect.

5. THE DEVICES. During the term of this Contract, you shall:

(a) ensure that the Devices are kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by us;

(b) take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Devices are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

(c) maintain at your own expense the Devices in good and substantial repair in order to keep it in as good an operating condition as it was on the commencement date of this Contract (Fair Wear and Tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Devices;

(d) make no alteration to the Devices and shall not remove any existing component(s) from the Devices without our prior written consent, unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Devices shall vest in us immediately upon installation;

(e) keep us fully informed of all material matters relating to the Devices;

(f) at all times keep the Devices in your possession or control and keep us informed of their location;

(g) permit us or our duly authorised representative to inspect the Devices at all reasonable times and for such purpose to enter upon the Site or any premises at which the Devices may be located, and shall grant reasonable access and facilities for such inspection;

(h) maintain operating and maintenance records of the Devices and make copies of such records readily available to us, together with such additional information as we may reasonably require;

(i) not, without our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Devices or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

(j) not without our prior written consent, attach the Devices to any land or building so as to cause the Devices to become a permanent or immovable fixture on such land or building. If the Devices does become affixed to any land or building then the Devices must be capable of being removed without material injury to such land or building and you shall repair and make good any damage caused by the affixation or removal of the Devices from any land or building and indemnify us against all losses, costs or expenses incurred as a result of such affixation or removal;

(k) not do or permit to be done any act or thing which will or may jeopardise our rights, title and/or interest in the Devices and, where the Devices has become affixed to any land or building, you must take all necessary steps to ensure that we may enter such land or building and recover the Devices both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of us of any rights such person may have or acquire in the Devices and a right for us to enter onto such land or building to remove the Devices;

(l) not suffer or permit the Devices to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Devices is so confiscated, seized or taken, you shall notify us and at your sole expense use your best endeavours to procure an immediate release of the Devices and shall indemnify us on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(m) not use the Devices for any unlawful purpose;

- (n) ensure that at all times the Devices remains identifiable as being our property and wherever possible shall ensure that a visible sign to that effect is attached to the Devices;
- (o) deliver up the Devices at the end of the Hire Period or on earlier termination of this agreement at such address as we require, or if necessary allow us or our representatives access to the Site or any premises where the Devices is located for the purpose of removing the Devices; and
- (p) at the end of this contract, will make available at no cost to us all Devices located at the applicable Site(s) for removal by us (or our representative) and in the same condition as when originally delivered to us, reasonable wear and tear excepted. If you fail to provide the access to the Devices in the time and manner provided above, you will continue to pay us the applicable usage based charges, until you have completely satisfied your obligations under this clause.

6. TERMINATION

6.1. Early termination. If you wish to terminate the Moro Connect service for your convenience, you may be liable to pay an early termination charge which we will calculate in line with the following formula: a) If you wish to terminate the service between months one (1) through to twenty three (23), you will not be able to terminate the service during this time; b) if you wish to terminate the service during or after month twenty four (24), you need to pay the 60% of the minimum remaining charges that you would have paid until the end of the minimum period.

6.2. Material breach. We may terminate the service if we deem you have committed a material breach of the Contract which you have failed to rectify. In these instances, you will need to pay to us: a) one hundred percent (100%) of the remaining charges from the date of termination until the end of the minimum period if we terminate the contract between months one (1) through to twenty three (23); or seventy five percent (75%) of the remaining charges from the date of termination until the end of the minimum period if we have to terminate the contract during, or after month twenty four (24).

6.3. Exit assistance. You may request that we provide you with exit assistance to enable you to transition services to a new supplier at the end of the term. If you wish for us to provide you with exit assistance, then we will do this on condition that a) you and we agree a reasonable charge for this service; and b) we sign a separate agreement covering the scope, duration, data to be transferred, and an invoicing schedule for the duration of the exit period.

7. REGULATORY INFORMATION

7.1. 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.

7.2. 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.

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