

CUSTOMER & SERVICE LEVEL AGREEMENT

Direct End-Customer Edition | Version 2.0 | 10 October 2026

IMPORTANT LIMITATION OF LIABILITY AND RISK NOTICE

Monitoring equipment and alerts may fail. The Customer must maintain independent safeguards and insurance. Section 9 sets out exclusions of financial and stock losses, a cap on certain claims, and a customer indemnity; these provisions are subject to mandatory South African law. Please read section 9 and separately initial Schedule A before accepting this Agreement.

Customer / legal entity: _____

Registration / ID number: _____

Physical / postal address: _____

Sage quotation / reference: _____

Customer number / site: _____

1. PARTIES, DOCUMENTS AND ACCEPTANCE

- 1.1 Parties.** This Agreement is between Sensor Monitoring and Remote Technologies (Pty) Ltd, trading as SMART ("SMART"), and the entity or individual identified in the quotation or signature block ("Customer"). The legal name and registration details must match SMART's company records.
- 1.2 Documents covered.** The accepted SMART quotation or written order ("Quote"), this Agreement, and any expressly referenced signed technical schedule together describe the hardware, monitoring subscription, setup, calibration, mapping, connectivity, support and other services supplied. A product or service not stated in the Quote is excluded.
- 1.3 Acceptance and precedence.** The Customer must be given this Agreement before accepting the Quote. Signing this Agreement, including electronically by a reliable method, constitutes acceptance. For critical-monitoring deployments, SMART requires the separate Risk Acknowledgement to be initialled and signed before live activation. A signed schedule that expressly identifies a clause as overridden takes precedence for that point; otherwise this Agreement governs. No purchase-order terms amend it without SMART's written agreement.
- 1.4 Nature of service.** Monitoring tools and alarms are aids to operational oversight. They do not transfer custody, physical control or insurance responsibility for the monitored equipment, goods or environment to SMART.

2. COMMERCIAL TERMS, ORDERS AND CREDIT

- 2.1 Payment.** Unless approved credit has been expressly granted in writing, payment is due against invoice before hardware dispatch or provisioning. Net 30 days from invoice date applies only to credit-approved customers. SMART may prospectively review, reduce or withdraw credit facilities on written notice, subject to applicable law.
- 2.2 Dispatch and stock.** Products not held in local stock normally require approximately 2 to 4 weeks after cleared payment or accepted purchase order; estimates may change due to suppliers, customs or logistics. SMART will communicate material delays.
- 2.3 Orders and VAT.** Official orders must be submitted by email or through another SMART-approved written ordering channel. Quotations identify prices, VAT treatment, delivery, calibration and installation charges where applicable. Sales and billing enquiries: brett@smartm2m.co.za or 082 336 5990.

2.4 Non-payment. SMART may withhold undelivered hardware or unprovisioned services when sums are overdue. For active monitoring, suspension is subject to the notice and safety process in section 8. Reasonable lawful recovery costs may be claimed where recoverable.

2.5 Cross-border orders. Unless the Quote expressly provides otherwise, the Customer is responsible for import taxes, customs duties, brokerage charges and local approvals outside South Africa; commercial invoices will state actual transaction values.

3. MONITORING SUBSCRIPTIONS, DATA AND RENEWAL

3.1 Annual fees. Premium monitoring services and applicable cellular gateway subscriptions are invoiced annually in advance from account activation, and recurring fees are payable by EFT or another approved payment method.

3.2 Cellular gateway allowance. The standard MONNIT cellular gateway subscription has an upfront 12-month term, subject to mandatory cancellation rights. For a MONNIT cellular plan where the Quote specifies the standard 5 MB annual allowance, usage above 5 MB may be charged in additional MB blocks under the current agreed price list. The allowance resets on the plan anniversary. Other gateway or IoT services follow their quoted tariff and data allowance.

3.3 SMS allocations. Where the relevant SMART monitoring package includes an opening bundle of 500 SMS credits, a warning is intended when 400 credits have been used (100 remain). The Customer must order and pay for additional credits. Notification credit consumption, delivery and threshold warnings depend on the messaging platform and network availability.

3.4 Renewal for business-to-business agreements. Subject to applicable law and any Quote-specific terms, annual business subscriptions are intended to renew for successive 12-month periods unless either party gives at least 30 days' written notice before renewal. SMART aims to send a renewal invoice at least 30 days beforehand; absence or late receipt of an invoice does not waive amounts lawfully due.

3.5 Mandatory consumer rights. If statutory fixed-term cancellation or renewal rights apply, they override the business renewal arrangement above. In particular, where section 14 of the Consumer Protection Act applies, prescribed pre-expiry notice and month-to-month continuation requirements apply unless the customer expressly elects otherwise.

3.6 Cancellation and early termination. Where the Customer requires a purchase order for renewal, it must submit one within 30 days after the renewal invoice or notify SMART of a dispute. Any early termination charge must be reasonable, disclosed and legally permitted; no blanket penalty applies where prohibited. The Customer remains liable for services actually provided, lawful minimum commitments and amounts already due.

4. DELIVERY, RETURNS, WARRANTY AND HARDWARE

4.1 Delivery and title. Delivery terms, carriage, risk and title are as stated in the Quote, subject to mandatory consumer-law rules; in particular, no provision transfers a statutory delivery risk earlier than permitted by law. Software and cloud platform rights are licensed, not sold.

4.2 Discrepancies. Customer should notify SMART in writing within 15 days after receipt about shortages, physical shipping damage or incorrect items. This administrative notice period does not remove mandatory rights in respect of defective or unsafe goods.

4.3 Change-of-mind returns. SMART offers, where stated for the product, a 7-day commercial satisfaction return for unmodified hardware in undamaged original packaging. A 25% restocking fee and non-refundable shipping/handling/expedite charges may apply only to voluntary change-of-mind returns where legally permissible. This is separate from statutory defective-goods remedies.

4.4 Manufacturer warranty. MONNIT-branded hardware normally carries a 12-month limited materials and workmanship warranty from delivery, subject to the manufacturer terms. Third-party products follow their applicable manufacturer warranty, without reducing rights that cannot be excluded by law.

- 4.5 Software and exclusions.** Where expressly supplied by SMART, software and firmware are warranted for one year to materially conform to their published specifications, and SMART will use reasonable efforts to correct reported material non-conformity within a reasonable period; error-free or uninterrupted performance is not promised. Exclusions can apply to misuse, accidental damage, incorrect voltage, alterations, tampered serial numbers, unauthorised repair, lightning, flood or similar external causes, subject to law.
- 4.6 RMA and swap-out.** Contact SMART for a Return Material Authorisation before sending hardware back. For confirmed manufacturer defects covered by warranty, SMART aims to arrange a replacement at no hardware charge within 24 to 48 hours where stock is available; this is a target rather than a guaranteed restoration time. Midrand laboratory inspection may be required for relevant equipment. Return charges and charges for non-warranty failures are subject to law and approval of applicable replacement pricing.
- 4.7 Statutory remedies.** Nothing in the seven-day return policy, warranty limitations or RMA procedure reduces the Consumer Protection Act's rights, including applicable rights concerning defective goods, statutory warranties and product liability.

5. DEPLOYMENT, COMMISSIONING AND CUSTOMER DUTIES

- 5.1 Installation scope.** Unless an installation service is separately quoted, the Customer is responsible for installation, site readiness, mounting, power, local connectivity, probe positioning, equipment configuration, physical protection and access. Where SMART undertakes installation, its agreed scope and responsibilities will be recorded in the Quote or site plan.
- 5.2 Commissioning sequence.** The ordinary workflow is: approved Quote or purchase order; completed Customer Information Form; account and alert provisioning; payment or approved credit; dispatch; customer bench test; field installation; customer installation sign-off; then SMART live service activation confirmation.
- 5.3 Tests before reliance.** Before production use, the Customer must verify readings against a suitable reference, check configured thresholds and time zones, test each required notification pathway to the correct recipients, confirm escalation contacts and verify coverage at the installation site. Any deficiencies must be reported promptly.
- 5.4 Ongoing responsibilities.** The Customer must maintain sensor batteries, connectivity, mains and backup power where needed, network signal, refrigerating or other controlled equipment, access permissions, accurate contact lists, alert thresholds, lawful calibration intervals, and a staffed emergency response procedure. SMART must be notified promptly of failures or changes.
- 5.5 Critical assets and independent safeguards.** The Customer must independently assess what failure could cost or harm, and maintain proportionate safeguards such as local audible alarms, validated independent measurement, manual checks, backup storage, corrective-action procedures, insurance and on-call personnel. Regulated healthcare and cold-chain environments require documented site-specific procedures.
- 5.6 Compliance, calibration and mapping.** SMART provides calibration, mapping, reports or certificates only if expressly included in the Quote. Sensor values, graphs and automatic reports do not by themselves establish SANAS accreditation, regulatory compliance, validation or suitable storage conditions. Responsibility for statutory storage, quality and reporting duties remains with the relevant regulated operator.

6. SUPPORT, SERVICE LEVELS AND ESCALATIONS

- 6.1 Helpdesk.** SMART supportdesk: Shop 1, Shoreline Center, Hout Bay, Cape Town, 7806, South Africa. Standard staffed hours are Monday to Friday, 08:00-17:00 South African time, excluding South African public holidays. Email: supportdesk@smartm2m.co.za; phone: 076 440 5045.
- 6.2 SMART response target.** For cases correctly logged by an authorised contact, SMART aims to begin first technical troubleshooting within 12 business hours. This is a response target, not a guaranteed restoration, sensor replacement, alert-delivery or issue-resolution commitment.
- 6.3 Third-party escalation.** Where a MONNIT platform or device requires manufacturer support, SMART aims to refer an unresolved case to MONNIT engineering within 24-48 business hours after adequate diagnostic information is available. The manufacturer's response and resolution times are outside SMART's direct control.

6.4 Automation is not staffed response. Where enabled, monitoring and alert software may operate outside helpdesk hours. This does not mean SMART provides continuous human surveillance, emergency call handling, dispatch or site attendance unless separately purchased and expressly documented.

7. TECHNICAL LIMITATIONS, DATA AND THIRD PARTIES

7.1 Operational limitations. Sensors, gateways, cellular services, network links, third-party cloud platforms, email, SMS and WhatsApp providers can fail, be delayed, become inaccurate, lose coverage or be unavailable. Alerts and readings depend on installation, configuration, power, signal strength, platform availability, message credits and recipients' devices.

7.2 No continuous guaranteed receipt. A configured alert is not proof that any person received, read or acted on it. The Customer remains responsible for detecting excursions by independent means and for operational decisions on medicines, stock, equipment and occupant safety.

7.3 Data and exports. Availability, history, retention intervals, sampling frequency, integrations and export facilities depend on the subscribed product and written service specification. Export or retention beyond a subscription term is not guaranteed unless expressly agreed.

7.4 Personal information. Each party must comply with the Protection of Personal Information Act where applicable. The Customer must provide lawful and accurate contact or end-user data. SMART must implement appropriate technical and organisational safeguards for personal information under its control; any processor/responsible-party roles and cross-border processing must be governed by applicable law and agreed data terms.

7.5 Third-party services. SMART will use reasonable care in supplying and supporting the agreed service but is not the operator of mobile networks, power utilities, third-party messaging carriers or manufacturer cloud services. Nothing excuses a breach of SMART's own non-excludable duties.

7.6 Confidentiality. Each party must take reasonable steps to protect the other party's non-public technical, commercial and personal information and disclose it only to personnel and service providers who need it for lawful performance, or where legally required. This obligation does not prevent use of information already public through no breach, independently developed or lawfully obtained from another source.

8. SUSPENSION, TERMINATION AND SERVICE HANDOVER

8.1 Overdue accounts. If fees remain unpaid after written reminder and a reasonable opportunity to remedy, SMART may suspend the affected service as legally permitted. For any known critical-monitoring deployment, SMART will, where reasonably practicable and lawful, give a further advance warning of planned suspension to the nominated commercial and operational contacts.

8.2 Immediate protective action. SMART may take proportionate immediate action if essential to address a serious security threat, unauthorised or unlawful use, harm to shared systems or a direction of law; SMART will notify the Customer as soon as reasonably practicable.

8.3 Consequences. During suspension or after termination, live transmissions, history access, alerting, integrations and support may cease; reconnection fees may apply only if disclosed and lawful. The Customer must put alternative monitoring in place before any service ends.

8.4 Effect on rights. Termination does not cancel accrued payment obligations, confidentiality, intellectual property provisions, lawful liability limits, claims accrued before termination or indemnities to the extent they are valid and intended to survive.

9. RISK ALLOCATION, LIABILITY AND INDEMNITY

9.1 Nature of the allocation. SMART supplies the specific hardware and monitoring services described in the Quote; it does not assume custody of monitored goods or provide insurance against spoilage, loss or damage. The Customer retains responsibility for monitoring-related operational decisions and appropriate safeguards.

- 9.2 Excluded losses, where law permits.** To the maximum extent permitted by law, SMART is not liable for loss of medicines, vaccines, specimens, perishable goods or other monitored stock; loss of production, revenue, profit, use or data; business interruption; reputational loss; or special, incidental, punitive or consequential damages arising from a malfunction, inaccurate reading, missed alarm, delay, outage, improper installation or use of the system, whether foreseeable or not. This exclusion cannot override non-excludable statutory rights or liability.
- 9.3 Liability cap, where law permits.** Subject to section 9.4 and to the maximum extent allowed by law, SMART's total aggregate contractual and delictual liability in connection with a claim or series of related claims is limited to the amounts the Customer actually paid SMART for the specific affected hardware plus the affected monitoring services during the 12 months preceding the first event giving rise to the claim. Amounts for unrelated sites or services are excluded. The cap applies once in aggregate, not separately to each incident or claimant.
- 9.4 Non-excludable liability.** No clause excludes, caps or restricts liability for fraud, wilful misconduct, gross negligence where exclusion is prohibited, liability under section 61 of the Consumer Protection Act, statutory consumer remedies, or any other duty or liability that cannot lawfully be excluded or limited.
- 9.5 Customer indemnity.** To the maximum extent permitted by law, the Customer indemnifies SMART and its directors, employees and authorised contractors against reasonable third-party claims, losses and legal costs to the extent caused by the Customer's negligent or wrongful acts or omissions, breach of this Agreement, unlawful data processing, incorrect configuration, misuse, failure to maintain independent safeguards or failure to act on received warnings. This indemnity does not apply to the extent a claim arises from SMART's own fault, breach or non-excludable liability.
- 9.6 Mitigation and insurance.** Each party must take reasonable steps to limit avoidable loss. The Customer is responsible for assessing and insuring its own equipment, stock, business interruption and other exposure, without this requirement diminishing SMART's non-excludable duties.
- 9.7 High-risk applications.** Unless expressly specified in a signed project-specific agreement, the system is not represented as a certified fail-safe, life-sustaining, emergency-response or sole safety-critical protection system. Uses involving patients, medicines, controlled temperatures, hazardous operations or large-value assets require independent safeguards and a documented response plan.
- 9.8 Intellectual-property claims.** For unmodified MONNIT products supplied through SMART, SMART will coordinate any applicable manufacturer intellectual-property claim assistance consistent with the manufacturer's written warranty or licence terms. SMART makes no additional unconditional third-party defence obligation beyond an express written undertaking.
- 9.9 Claims and governing law.** Claims should be reported in writing promptly with available evidence; statutory prescription periods and mandatory rights apply. No contractual one-year cut-off replaces a longer period required by law. The laws of South Africa govern this Agreement and its disputes, subject to mandatory consumer forum rights.

10. GENERAL TERMS AND NOTICES

- 10.1 Changes.** Any amendment to the scope, fees or material risk allocation must be recorded in writing and accepted by authorised representatives, except for changes expressly permitted by law or an agreed written tariff mechanism.
- 10.2 Force majeure.** Neither party is responsible for delay caused by events genuinely beyond its reasonable control, provided it takes reasonable mitigation steps. Fees for services not performed and mandatory consumer remedies are dealt with under applicable law.
- 10.3 Severability and waiver.** An invalid or unenforceable provision is severed or read down only to the extent necessary; the remaining lawful provisions continue. Failure to enforce a right once is not an ongoing waiver.
- 10.4 Entire agreement and notices.** This Agreement, the Quote and any expressly incorporated signed schedules form the entire agreement on their subject matter, subject to rights and disclosures that cannot lawfully be waived or excluded. Formal notices may be sent to the addresses in the Quote.

SCHEDULE A | CRITICAL MONITORING RISK ACKNOWLEDGEMENT

This schedule forms part of the Agreement and requires separate attention before acceptance and live activation.

IMPORTANT: POTENTIAL FINANCIAL AND SAFETY LOSSES

A sensor, gateway, cellular link, cloud service or notification can fail or be delayed. If the Customer relies only on this system, medicines, vaccines, samples, stock, property or operations may be damaged or lost, and people may be placed at risk. SMART cannot guarantee that an alarm will reach or be read by a responsible person.

As the customer / end user, I confirm that the following were drawn to my attention, that I have had an opportunity to ask questions, and that I understand the obligations and limitations:

- 01** Monitoring is not insurance or a guaranteed fail-safe protection system. Initials: _____
- 02** Readings and notifications may be inaccurate, lost, late, interrupted or unavailable. Initials: _____
- 03** Independent physical inspections, backup alarms, power/connectivity and emergency procedures remain necessary. Initials: _____
- 04** Operational responsibility for medicines, products, inventory, facilities and response to alerts remains with the relevant operator. Initials: _____
- 05** The Agreement contains exclusions of certain losses, a financial liability cap and a conditional customer indemnity, all subject to mandatory South African law. Initials: _____
- 06** Additional assurance such as SANAS calibration, mapping, validated compliance or 24/7 staffed intervention exists only where expressly included in the written Quote. Initials: _____

APPLICATION / SITE REFERENCE

Quote number: _____

Site / location: _____

Monitored assets: _____

Risk assessment date: _____

By signing below, the parties accept the main Agreement and this Schedule A, and acknowledge that the exclusions, liability limits and indemnity in Section 9 have been specifically drawn to their attention.

AUTHORISED ACCEPTANCE

Customer / Reseller company: _____

SMART representative: _____

Name / capacity: _____

Name / capacity: _____

Customer / Reseller signature: _____ Date: _____

SMART signature: _____ Date: _____

An emailed scan or lawful electronic signature may be used. Retain the signed copy with the accepted Quote and the commissioning record.