

AZURE MARKETPLACE AND APPSOURCE MARKETPLACE
OFFERINGS MADE BY CONSUMPTION INFORMATION REAL TIME PTY LTD
ADDENDUM TO MARKETPLACE TERMS

1. Structure and Interpretation

- (i) The terms and conditions set out in this Addendum and its attached Annexes (together referred to here as the "**Addendum**") are intended to be read in conjunction with the Microsoft Standard Contract applicable to purchases made through the Azure Marketplace and AppSource Marketplace (the "**Marketplace Terms**") and as such form part of the Agreement created between the Publisher and the Customer.
- (ii) Unless otherwise stated in this Addendum, words defined either in Section XII of the Marketplace Terms or elsewhere within those terms shall have the same meaning when used in this Addendum.
- (iii) Where there is any conflict between the Marketplace Terms and any provision contained within this Addendum, that conflict shall be resolved in accordance with the order of priority arrangements detailed in Sections XI(a) and XI(k) of the Marketplace Terms, save that the order of priority set out in Section shall XI(a) shall be expanded to read as follows:
 - a. Order;
 - b. this Addendum, together with its Annexes;
 - c. the remainder of the Agreement;
 - d. Service Level Agreement (SLA); and
 - e. any relevant Documentation.

2. Relevant Offerings

- (ii) The following services and products constitute the Offerings available under the terms of this Agreement:
 - a. Fridgeloc;
 - b. Q-Hop;
 - c. Temploc; and
 - d. Vaccloc.
- (iii) Any terms and conditions specific to each Offering and any associated commercial detail is set out in the Annexes to this Addendum and in any associated Order.
- (iv) Orders for any of the above Offerings may only be placed using the Marketplace.

3. Licence

- (i) Without prejudice to Section I(a) of the Marketplace Terms, the Publisher hereby grants the Customer the non-exclusive, non-transferable right for the duration of any relevant Order, to use any software, equipment, app, user guide, documentation or other material (including any copyright or other intellectual property rights therein), supplied by the Publisher to the Customer in order to enable the Customer or any End User to use and benefit from any relevant Offering (the "**Publisher IP**"), in accordance with the terms of this Agreement and the Order concerned.

- (ii) Subject to the licence granted under paragraph 3(i) above, the Customer acknowledges and agrees that it will obtain no ownership or other rights in the Publisher IP.

4. Additional warranty exclusion

- (i) Where and to the extent that the Offering includes any or all of the supply, installation, and maintenance of hardware or other equipment, the Customer acknowledges and agrees to the following, in addition to the disclaimer and warranty exclusions set out in Section VI of the Marketplace Terms:
 - a. THE EQUIPMENT IS SUPPLIED SUBJECT ONLY TO THE MANUFACTURER'S WARRANTY APPLICABLE TO THAT ITEM OF EQUIPMENT.
 - b. THE PUBLISHER MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE MANUFACTURE OR ONGOING OPERATION OF THE EQUIPMENT, THE PUBLISHER'S SOLE RESPONSIBILITY IN RELATION TO THE EQUIPMENT BEING THE PROVISION OF ANY RELEVANT INSTALLATION, SUPPORT AND MAINTENANCE SERVICE THAT IS EXPRESSLY DESCRIBED AS BEING PART OF THE RELEVANT OFFERING.

5. Confidentiality

For the purposes of Section III(c) of the Marketplace Terms, disclosure required by law, shall include disclosures required by a registered stock exchange or tax authority.

6. Limitations of Liability

- (i) For the purposes of Section VIII of the Marketplace Terms, each Offering made available under the terms of this Agreement shall be classed as a "Subscription", meaning that the limits of liability applicable to any breach of this Agreement; any use made of the Offering or any associated equipment; and any representation, statement or tortious/ delictual act or omission (including negligence) arising under or in connection with this Agreement, shall be as stated in Section VIII(a).
- (ii) The Publisher shall not be liable in contract, tort/ delict, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with the Customer's interaction and/or transaction with any third party website using any Offering or any associated app. The Publisher shall also not be responsible for the content of any linked sites.
- (iii) An additional exception for the purposes of Section VIII(d) shall be either party's liability in respect of fraud, deliberate default or reckless misconduct.

7. Termination Charge

- (i) Where the terms applicable to the use of a given Offering (as set out in an Annex to this Addendum or in any relevant Order) state that use of the Offering is subject to a minimum term commitment, the Customer agrees that termination of any relevant Order prior to expiry of the applicable minimum term will, in certain circumstances, make the Customer liable to pay an early termination charge to the Publisher (a "**Termination Charge**").
- (ii) A Termination Charge will be payable where this Agreement or any relevant Order is terminated in the following circumstances:
 - a. by the Publisher in response to a breach of this Agreement or the relevant Order, by the Customer; or

- b. by the Customer, voluntarily.
- (iii) A Termination Charge will not be payable where this Agreement or a relevant Order is terminated by the Customer following a breach of contract by the Publisher.
- (iv) Where a Termination Charge is payable, it shall be set at an amount equal to the proportion of the charges that would have been payable by the Customer to the Publisher during the period between the date of termination and expiry of the minimum term (as stated in the Order concerned).

8. Force Majeure

Neither the Publisher nor the Customer shall be liable to the other for any delay in or failure to perform obligations they have undertaken under the terms of this Agreement where and to the extent that the delay or failure is the direct result of an event beyond that party's control which could not reasonably have been avoided or overcome and the event did not arise, directly or indirectly, as a result of a breach of this Agreement by the party affected by the force majeure event.

9. Customer Indemnity

The Customer will indemnify the Publisher and hold the Publisher harmless against any losses that the Publisher may suffer as a result of any claim made or threatened against the Publisher as a result of the Customer's or any End User's use of any relevant Offering in connection with criminal or other illegal activities.

10. Language and Notices

- (i) This Agreement has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of this Agreement and the English language version, the meaning of the English language version shall prevail. The parties agree that all communications in relation to this Agreement or any Order, shall be in English.
- (ii) When the Customer or any End User sends an e-mail to the Publisher, that communication will be made electronically. By accepting the terms of this Agreement, the Customer consents to receive notices electronically, including (without limitation), communications, amendments to this Agreement and any applicable policies, disclosures, notices, payment information, statements, responses to claims and other communications that may be required by law (each a "**Communication**"). Without prejudice to Section XI(i) of the Marketplace Terms, Communications may be sent by e-mail to the e-mail address nominated by the Customer at the time that it registers to use any relevant Offering. All electronic Communications will be deemed to be made "in writing". The Customer is responsible for printing, storing and maintaining its own records of each Communication.
- (iii) Legal notices and documents required to be physically delivered shall be delivered to the address stated in accordance with the provisions of Section XI(i) of the Marketplace Terms.

11. General

- (i) If any part of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of this Agreement. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.
- (ii) In this Agreement and unless otherwise stated, the terms "Publisher", "we", "us" or "our" refer collectively to the Publisher and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

12. Disputes and Governing Law

- (i) Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the International Arbitration Centre's Rules, which Rules are deemed to be incorporated by reference into this paragraph, on the basis that the:
 - a. number of arbitrators shall be one;
 - b. seat, or legal place, of arbitration shall be South Africa;
 - c. language to be used in the arbitral proceedings shall be English; and
 - d. governing law of the arbitration agreement shall be the substantive law of South Africa.
- (ii) For the purposes of Section XI(j) of the Marketplace Terms and subject to paragraph 12(i) above, this Agreement and disputes arising out of or in connection with it shall be governed by the laws of South Africa both procedurally and substantively and notwithstanding any conflict of law rules which may apply. Subject to paragraph 12(i) above, the parties irrevocably agree that the courts of South Africa shall have non-exclusive jurisdiction to settle disputes or claims that arise out of or in connection with this Agreement or its subject matter (including non-contractual disputes or claims).

ANNEX 1
FRIDGELOC

1. Fridgeloc IoT Device

- (i) As part of this Offering, the Publisher shall supply the Customer with an agreed number of devices (each an "**IoT Device**"), which once installed will allow the Customer to use the functionality available as part of the Offering.
- (ii) Ownership of the IoT Device will at all times vest in the Publisher, with the Customer using that equipment under a licence granted by the Publisher for the duration of any relevant Order.
- (iii) The total number of IoT Devices to be supplied in relation to any given Order, together with their delivery location, will be stated in that Order. The Customer will be responsible for distributing IoT Devices to its relevant business premises.
- (iv) The Customer will be responsible for the installation of IoT Devices at its business premises, in accordance with installation instructions that will be supplied by the Publisher.
- (v) The date upon which the first IoT Device associated with any given Order goes live, as part of its commissioning and testing process, will be the service commencement date for the Order concerned and will mark the start of the Customer's 60 month service term.

2. Charges

- (i) Unless otherwise stated in the relevant Order, the charges payable in relation to this Offering will grant access to the PowerBi dashboards by up to 50 nominated email accounts. Any increase in the number of nominated email accounts above that maximum will incur additional charges.
- (ii) If the Customer wishes to change the pricing tier that is stated in any given Order it may do so by moving to a higher pricing tier. Customers are not permitted to move to a lower pricing tier during the term of an Order.

3. Termination Charge

- (i) A Termination Charge calculated in accordance with paragraph 7(iv) of the Addendum will be payable in relation to this Offering, together with an administration charge representing an amount equal to 10% of all charges which at the relevant time are outstanding in relation to the Order(s) that are being terminated.

ANNEX 2

Q-HOP

1. Customer Account

- (i) Any Customer representative who installs and creates an account with the RIS Q-Hop app (the “**App**”) or a white labelled instance thereof does so under the terms of this Agreement as an End User.
- (ii) Any such End User will be required to accept the terms of this Agreement when entering the “My Account” section of the App and provide personal details for use in the My Account feature within the App (“**Account Information**”).

2. Application and Variation of this Agreement

- (i) Completing the My Account section allows the End User to use the features detailed in paragraph 3 below. If the End User declines to accept the terms of this Agreement, those aspects of the App will not be available.
- (ii) By using the App each End User agrees, on his or her own behalf and on behalf of the Customer that the terms and conditions detailed in the Agreement are understood and agreed.
- (iii) The Publisher reserves the right to amend, modify, update and change any of the terms of this Annex. Any material changes to this Annex will be notified to the Customer and to End Users through the messaging features of the App. The Customer's continued use of the Offering and the End User's continued use of the App (as appropriate) will be deemed to constitute the Customer's and/or relevant End User's acceptance of such changes from the date of notification of the change concerned.

3. Features of the App

- (i) The advance features of the App allow the Customer to:
 - a. conduct targeted marketing based on previous shopping experiences; and
 - b. identify stores in the relevant area that have a Q-Hop kiosk.

4. The My Account Feature in the App

- (i) Account Information will be sent to the Publisher's RIS server. The Publisher will not store any passwords or payment information.
- (ii) The Publisher uses AuthGate to manage the payment process. The Publisher will not send Account Information from the Publisher's RIS server to the AuthGate server or to the applicable third party payment services provider.
- (iii) Section II of the Marketplace Terms confirms the data privacy arrangements that apply to the collection and use of Account Information, with those arrangements being further clarified by the terms of the Publisher's Privacy Policy, which is accessible through the App.

- (iv) Unless the Customer or relevant End Users have opted out of any such arrangements using the procedures provided for in the Publisher's Privacy Policy, the Publisher shall have the right to use the Account Information to contact the Customer and its End Users in order to market any other products or services offered by the Publisher, its affiliated companies or any of its participating merchants.

5. The Publisher's Role

- (i) The Customer acknowledges and agrees that the Publisher shall not be responsible for the outcome of the Customer's transactions with external merchants conducted via the App. The Publisher does not control and shall not be liable for the legality of, or the use of, the goods and services that are paid for using the App.
- (ii) It is the Customer's responsibility and the responsibility of the relevant merchant, not the Publisher, to resolve any dispute or claim relating to any payments made via the App or the purchase or sale of goods or services.
- (iii) The Customer may initiate a refund through the payment processor's defined channels if:
 - a. a payment made via the App is reversed by a court, regulatory authority or other third party acting in accordance with applicable law;
 - b. the payment processor, in its sole and absolute discretion, accepts or has reason to believe that a payment was not authorized by the Customer; or
 - c. a payment is allegedly unlawful, suspicious, or in breach of this Agreement.
- (iv) Where an End User has a dispute with a customer, the Publisher will provide information that it holds which may assist resolution of the dispute concerned and otherwise attempt to assist the Customer as far as the Publisher considers practicable. Provision of any such support may be subject to the Customer's payment of an administration fee covering the Publisher's reasonable costs of providing any such assistance.

6. Security and unauthorised payments

- (i) The App utilizes the AuthGate payment abstraction to process payment using any mobile payment method supported by the Customer. The App security and authorization is handled by the relevant third party payment application.
- (ii) The Publisher will be entitled to assume that the Customer is providing payment instructions and making payments and the Customer will therefore be liable for any such payments. Any dispute needs to be resolved between the Customer and the relevant payment provider.
- (iii) The Publisher may refuse to act on any payment instruction, including in circumstances where the Publisher has reason to believe that the instruction concerned:
 - a. was unclear;
 - b. was not given by the Customer or any End User; or
 - c. might cause the Publisher to breach a legal or other duty.
- (iv) The Publisher may similarly refuse to act on any payment instruction, where it has reason to believe that the App is being used for an illegal purpose or the payment may harm the Publisher's reputation.

- (v) The Customer agrees to fully cooperate with the Publisher and the Publisher's agents and any relevant regulatory authority or the police where the Publisher reasonably suspects unauthorised payments may have been or are being made using the App.

7. App usage charges

- (i) The Publisher will not charge the Customer or its End Users for use of the App.
- (ii) Relevant mobile network operators may charge for use of the App and those charges must be met by the Customer or relevant End User concerned.

8. Termination/Suspension of access to the App

- (i) The Publisher may suspend or terminate the Customer's or any End User's access to the App or to the features within the App without notice where it is reasonable for the Publisher to do so and specifically if:
 - a. for any reason, the Publisher decides to generally discontinue its provision of the App;
 - b. the Publisher believes that the Customer or the End User concerned has breached any of the terms of this Agreement;
 - c. the Customer's or relevant End User's use of the App has been in any way improper or breaches the spirit of this Agreement;
 - d. the Publisher reasonably believes that use of the App may create a risk of fraud or misuse;
 - e. the Publisher suffers an IT system or infrastructure failure or if system or infrastructure maintenance needs to be carried out; or
 - f. ordered or recommended to do so by the security services, court or a relevant regulatory authority.

9. Use of the App

- (i) The Customer must not and must procure that End Users do not:
 - a. copy or reproduce all or any part of the App;
 - b. alter, modify or adapt all or any part of the App;
 - c. remove or tamper with any copyright notice attached to or contained within the App; or
 - d. carry out reverse engineering of the App.
- (ii) The Customer represents and warrants to the Publisher that:
 - a. all Account Information provided to the Publisher is true and accurate in every respect and that all such information will be kept up to date during the term of this Agreement;
 - b. it will only use the App for its own purposes and will not use the App on behalf of any other person or entity;
 - c. all payments initiated by the Customer or any End User will comply with all applicable laws, rules, and regulations; and

- d. the App will not be used, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the functionality of the App.

10. System complaints and resolution of disputes

- (i) If the Customer or any End User experiences any issues with the App, brief details of those issues should be emailed to the Publisher at support@q-hop.com. The Publisher's customer service staff will acknowledge any such email within one business day of receipt and will investigate any issues and provide an initial response (including, where appropriate, an offer of redress).
- (ii) Where appropriate, the member of staff investigating the complaint will not have been directly involved in the subject matter of the complaint.
- (iii) Investigation of any issues should take no longer than five business days, with most issues typically being resolved by close of business on the business day after the issue is raised. If an issue is not resolved by close of business on the business day after the issue is raised, the Publisher's representative will send the Customer or End User concerned, a copy of its complaints handling procedure.
- (iv) If the Customer or any End User is not satisfied with the Publisher's response, the issue should be escalated to the Publisher's Customer Services Manager, who will respond by email within a further five business days.
- (v) If the response received from the Customer Services Manager is similarly seen as being unsatisfactory, the Customer or End User concerned should email support@q-hop.com, enclosing copies of the responses already received. That email will then be referred to the Publisher's Managing Director, who will respond by email within a final five business days.
- (vi) Within four weeks after receiving the notice of any issues, the Publisher will send the Customer or the relevant End User a final response or a response which explains why the Publisher is not in a position to resolve the issue, confirming when the Publisher will make further contact.

ANNEX 3

TEMPLOC

[Insert here any legal or commercial terms that (i) are specific to this Offering; (ii) are not already covered in the Marketplace Terms or Addendum; and (iii) will not covered in the Order (eg: specification of Offering; required equipment (including terms applicable to the supply, installation, testing and support of the equipment); pricing and SLA.]

ANNEX 4

VACCLOC

[Insert here any legal or commercial terms that (i) are specific to this Offering; (ii) are not already covered in the Marketplace Terms or Addendum; and (iii) will not covered in the Order (eg: specification of Offering; required equipment (including terms applicable to the supply, installation, testing and support of the equipment); pricing and SLA.]