

Version: 1.0
Date: 16 July 2020

MIX INTEGRATE TERMS AND CONDITIONS

These are the terms and conditions ("T&Cs") for any person (the "Customer") using the MiX Telematics Integration Services as described in this document, collectively referred to as the "**MiX Integrate Services**".

By signing this document, accessing MiX Integrate Services or by indicating assent in any other way, the Customer agrees to the terms set out in this document.

1. Contracting Parties

- 1.1. The following entities may be the contracting party with the Customer under these T&Cs as determined by clauses 1.2 and 1.3:

MiX Telematics International (Pty) Ltd – South Africa;
MiX Telematics Africa (Pty) Ltd – South Africa;
MiX Telematics North America Inc – USA;
MiX Telematics Servicos de Telematria e Rastreamento De Veiculos Do Brasil Ltd – Brazil;
MiX Telematics Europe Ltd – UK & Europe;
MiX Telematics East Africa Ltd – Uganda;
MiX Telematics Enterprise SA (Pty) Ltd – South Africa;
MiX Telematics Thailand Ltd – Thailand;
MiX Telematics Australasia (Pty) Ltd – Australia;
MiX Telematics Middle East FZA – UAE;
MiX Telematics Romania SRL – Romania;
MiX Telematics Sociedad de Responsabilidad Limitada de Capital Variable - Mexico;

OR

A MiX Telematics value added reseller or authorised dealer as described in clause 1.3 (a "VAR").

- 1.2. If the Customer has entered into a Direct Service Agreement with any of the MiX Telematics entities listed in clause 1.1, then these T&Cs are entered into between the Customer and that entity (referred to as "**MiX Telematics**" in these T&Cs).
- 1.3. If the Customer has entered into an agreement for the provision of telematics services with a VAR, then these T&Cs are entered into between the Customer and that VAR. The MiX Telematics entity listed in clause 1.1 for the jurisdiction in which the telematics services are provided (referred to as "**MiX Telematics**" in these T&Cs) is authorised by the VAR to act on the VAR's behalf in entering into these T&Cs with the Customer and enable the Customer to receive the MiX Integrate Services.

- 1.4. If neither clause 1.2 nor clause 1.3 is applicable, then the Customer may not use the MiX Integrate Services.
- 1.5. In the circumstances described in clause 1.3 no agreement will ever be concluded between MiX Telematics (or any of the MiX Affiliates) and the Customer by virtue of the Customer's acceptance of these T&Cs, notwithstanding that MiX Telematics may have given the Customer the impression that it was authorised to act on behalf of the VAR where such authority does not exist for any reason, whether due to its lapse or withdrawal, where it was never given due to an oversight, or otherwise.
- 1.6. Should the Customer receive services from more than one of the above companies and/or VARs, then these T&Cs will apply to each contractual relationship separately.
- 1.7. These T&Cs must be read together with and incorporate the terms and conditions of the MiX Telematics Direct Service Agreement that the Customer enter into with one of the above companies, or the agreement the Customer signed with MiX Telematics' VAR, as the case may be (the "**Main Agreement**").
- 1.8. If there is a conflict between these T&Cs and additional terms applicable to MiX Integrate Services and any applicable policies and guidelines, the other document or terms will prevail unless otherwise stated.
- 1.9. MiX Telematics has affiliated legal entities around the world ("**MiX Affiliates**"). These companies may provide APIs and other integration mechanisms to the Customer on behalf of MiX Telematics and these T&Cs will also govern the Customer's relationship with these MiX Affiliates.

2. Duration

These T&Cs will commence on the date of signature hereunder, or on the date upon which the Customer first accesses MiX Integrate Services, whichever comes first, and apply until the Main Agreement terminates for any reason whatsoever or otherwise as set out in this document.

3. Exclusivity

MiX Integrate Services are non-exclusive. The Customer acknowledges that MiX Telematics may develop products or services that may compete with the integration mechanisms or any other products or services.

4. Service Description & Payment

- 4.1. MiX Integrate Services allow Customers to access certain data relating to Assets, drivers, and certain other data generated by the Customer's use of the MiX Telematics Services. Such data may be accessed in several ways including via an application programming interface (including Application Programming Interface – "API"), and data feeds.
- 4.2. MiX Integrate Services for APIs will be configured according to the usage limits appropriate to the Customer's agreed use case.

- 4.3. A monthly fee for MiX Integrate Services will be agreed upon by the Parties in the Main Agreement and/or any schedules thereto, taking into account the nature and scale of the Customer's requirements, and may include discrete charges for different services.
- 4.4. Invoicing and payment will be made on the same terms as agreed to in the **Main Agreement**.

5. Integration with MiX Integrate Services

- 5.1. In order to access MiX Integrate Services, the Customer may be required to provide certain information (such as identification or contact details) as part of the registration process, or for the Customer's continued use of MiX Integrate Services. The Customer hereby confirms that any registration information the Customer gives to MiX Telematics will always be accurate and up to date and that the Customer will promptly inform MiX Telematics of any changes.
- 5.2. In order to make use of MiX Integrate Services, the Customer may require hosting capabilities. The Customer will be responsible for the costs associated with this hosting capability, as well as the associated security, maintenance and up time (be it direct or through third party service providers). MiX Telematics is thereafter not responsible for the information, once the MiX Integrate Services release information to the Customer.
- 5.3. The Customer may only access (or attempt to access) MiX Integrate Services by the means described in documentation published by MiX Telematics in respect of MiX Integrate Services from time to time (the "**MiX Integrate Documentation**") and must use assigned developer credentials (e.g. client IDs), within the applicable MiX Integrate Service. The Customer may not misrepresent or mask either the Customer's identity or the Customer's System's identity when using the MiX Integrate Services or developer accounts.
- 5.4. Where a Customer enlists the services of a third party service provider and requires MiX Integrate Services information to be provided to such third party, written instruction and authorisation must be provided to MiX Telematics prior to release of such information. MiX Telematics is not responsible for the information once the MiX Integrate Services release information to the third party service provider.

6. Your Obligations when using MiX Integrate Services

- 6.1. The Customer must ensure the Customer's end users comply with (and must not knowingly enable them to violate) applicable law, regulations, and these T&Cs.
- 6.2. The Customer must comply with all applicable law, regulations, and third party rights (including, without limitation, laws regarding the import or export of data or software, data privacy, data protection and local laws). The Customer may not use MiX Integrate Services to encourage or promote illegal activity or violation of third party rights. The Customer must not violate any other terms of service with MiX Telematics (or the MiX Affiliates). Should the Customer process personally identifiable information for, on behalf of, or in conjunction with MiX Telematics, then MiX Telematics may require the Customer to enter into an appropriate data processing agreement with it, and failure to do so will constitute a material breach of the Main Agreement.

7. Restrictions when using MiX Integrate

When using MiX Integrate Services, the Customer may not (or allow the Customer's users or those acting on the Customer's behalf to):

- 7.1. sublicense MiX Integrate Services or any portion thereof for use by a third party;
- 7.2. create or procure for use any integration mechanism that accesses the MiX Integrate Services and/or the data accessible on such services in a manner other than as described in clause 5 (Integration), whether for its own internal use or for use by third parties;
- 7.3. reverse engineer, adapt, modify, alter or in any way decode the whole or any part of or attempt to extract the source code from MiX Integrate Services or any related software, except to the extent that this restriction is expressly prohibited by applicable law;
- 7.4. use MiX Integrate Services for any activities where the use or failure thereof could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems);
- 7.5. use MiX Integrate Services in breach of any relevant laws, regulations and/or statutes or without the necessary licenses, certificates and/or approvals, depending on the intended use of MiX Integrate Services;
- 7.6. remove, obscure, or alter any MiX Telematics T&Cs, or terms of service or any links to or notices of those terms.

8. Acceptable Use

- 8.1. The Customer must make use of the Services in a lawful manner, and MiX Telematics may further impose rules for the use of the MiX Integrate Services in an Acceptable Use Policy ("AUP"). The Customer must abide by the AUP and ensure that its users do so as well. Further, due to the fluid nature of security threats and evolving technology, MiX Telematics may amend the AUP from time to time. The AUP as amended will be available for viewing at www.mixtelematics.com (including reference to sub-domains) or another URL identified to the Customer from time to time.
- 8.2. For the avoidance of doubt, the AUP contains reasonable rules for conduct, which are not themselves material terms of these T&Cs. The Customer's duty under these T&Cs and the Main Agreement is to abide by such reasonable rules as MiX Telematics may include in the AUP from time to time. An amendment to the AUP is hence not an amendment to these T&Cs so long as it does not affect a material term.
- 8.3. MiX Telematics may include provisions in the AUP that allow it to take steps to protect its interests in the event that the Customer breaches the AUP, including without limitation the right to suspend the Customer's access to MiX Integrate, and/or to charge the Customer for increased use and/or to recover from the Customer expenses resulting from such breach of the AUP.

9. Confidentiality

- 9.1. For purposes of this clause, “**Confidential Information**” means developer credentials (such as passwords, keys, and client IDs) that are intended to be used by the Customer and identify the Customer’s Systems. The Customer must keep the Customer’s credentials confidential and make reasonable efforts to prevent and discourage persons from using the Customer’s credentials. Developer credentials may not be embedded in open source projects.
- 9.2. MiX Telematics’ communications to the Customer in respect of MiX Integrate Services may contain MiX Telematics Confidential Information. MiX Telematics Confidential Information includes any materials, communications, and information that are marked confidential or that would normally, due to their nature, be considered confidential under the circumstances. If the Customer receives any such information, then the Customer may not disclose it to any third party without MiX Telematics’ prior written consent. MiX Telematics’ Confidential Information does not include information that the Customer independently developed, that was rightfully given to the Customer by a third party without a confidentiality obligation, or that becomes public through no fault of the Customer’s own. The Customer may disclose MiX Telematics’ confidential information when compelled to do so by law (only to the extent specifically required) if the Customer provides MiX Telematics with reasonable prior notice, unless a court orders that MiX Telematics does not have to receive notice.
- 9.3. By using MiX Integrate Services, MiX Telematics may use submitted information in accordance with MiX Telematics’ Privacy Policies.

10. Limitations

MiX Telematics sets and enforces limits on the Customer’s use of MiX Integrate Services (e.g. limiting the number of API requests that the Customer may make), in MiX Telematics’ sole discretion. The Customer agrees to, and will not attempt to, circumvent such limitations. If the Customer would like to use any MiX Integrate Services beyond these limits, the Customer must obtain MiX Telematics’ express prior written consent (and MiX Telematics may (i) decline such request or (ii) condition the acceptance on the Customer’s agreement to additional terms and/or charges for the proposed use). To seek such approval, Customer must contact the relevant MiX Telematics support team for information.

11. Communications

MiX Telematics may send the Customer certain communications in connection with the Customer’s use of MiX Integrate Services. Please review the applicable documentation for information about opting out of certain types of communication.

12. Feedback

If the Customer provides feedback or suggestions about MiX Integrate Services, then MiX Telematics (and those parties MiX Telematics share the feedback or suggestions with) may use such information without obligation or payment to the Customer.

13. Systems and Monitoring

- 13.1. MiX Integrate is designed to help the Customer enhance the Customer's websites and the Customer's applications ("**Systems**"). Some integration mechanisms within MiX Integrate are also designed to allow telemetry data from non-MiX hardware to be posted to MiX systems enabling MiX SaaS solutions to be offered in these instances. The Customer agrees that MiX Telematics may monitor the use of MiX Integrate to ensure quality, improve MiX Telematics' products and services, and verify the Customer's compliance with the T&Cs.
- 13.2. The monitoring may include MiX Telematics accessing and using the Customer's Systems, for example to identify security issues that could affect MiX Telematics or its users.
- 13.3. The Customer will not interfere with the monitoring referred in clause 13.1.
- 13.4. MiX Telematics may use any technical means to overcome such interference.
- 13.5. MiX Telematics may suspend access to MiX Integrate by the Customer or the Customer's Systems without notice if MiX Telematics reasonably believes that the Customer is in violation of the T&Cs or AUP.

14. Intellectual Property

MiX Telematics does not acquire ownership of the Customer's integration related intellectual property, and by using MiX Integrate, the Customer does not acquire ownership of any rights in MiX Integrate or the content that is accessed through MiX Integrate.

15. Content

- 15.1. MiX Integrate Services contains some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. MiX Telematics may sometimes review content to determine whether it is illegal or violates MiX Telematics' policies or the T&Cs, and MiX Telematics may remove or refuse to display such content.
- 15.2. Furthermore, content accessible through MiX Integrate Services may be subject to intellectual property rights, and, if so, the Customer may not use it unless the Customer is licensed to do so by the owner of that content or is otherwise permitted by law.
- 15.3. The Customer's access to the content provided by MiX Integrate Services may be restricted, limited, or filtered in accordance with applicable law, regulations, and policy.
- 15.4. Some of the MiX Integrate Services allow the submission of content. MiX Telematics does not acquire any ownership of any intellectual property in the content that the Customer submits to the MiX Integrate Services through the Customer's Systems, except as expressly provided for in these T&Cs.
- 15.5. For the sole purpose of enabling MiX Telematics to provide, secure, and improve MiX Integrate Services and only in accordance with the applicable MiX Telematics Privacy Policies, the Customer

gives MiX Telematics a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from MiX Integrate Services through the Customer's Systems. "Use" in this context means use, host, store, modify, communicate, and publish.

- 15.6. Before the Customer submits or extracts content via MiX Integrate Services through the Customer's Systems, the Customer must ensure that it has the necessary rights (including the necessary rights from the Customer's end users) to grant MiX Telematics the said license.
- 15.7. When a user's non-public content is obtained through MiX Integrate Services, the Customer may not expose that content to other users or to third parties without explicit opt-in consent from that user.
- 15.8. MiX Telematics supports data portability. For as long as the Customer uses or stores any user data that the Customer obtained through MiX Integrate Services, the Customer agrees to enable the Customer's users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from MiX Telematics products and services, subject to applicable laws, and the Customer agrees that the Customer will not make that data available to third parties who do not also abide by this obligation.
- 15.9. The Customer, the Customer's end users and/or others acting on the Customer's behalf, may not, unless expressly permitted by the content owner or by applicable law, do any of the following with content returned from MiX Integrate:
 - 15.9.1. scrape, create permanent copies of such content, or keep such content longer than required;
 - 15.9.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sub-license it to any third party;
 - 15.9.3. misrepresent the source or ownership;
 - 15.9.4. remove, obscure or alter any copyright, trademark or other proprietary rights notices; or
 - 15.9.5. falsify or delete any author attributions, legal notices or other labels of the origin or source of material.

16. Termination

- 16.1. Upon termination of the Main Agreement, the Customer must cease the Customer's use of MiX Integrate Services.
- 16.2. Notwithstanding the above, MiX Telematics reserves the right to terminate the T&Cs with the Customer or discontinue MiX Integrate Services or any portion or feature thereof, or the Customer's access thereto for any reason with 30 days' notice in writing to the Customer without liability or other obligation to the Customer. This notice period will not affect MiX Telematics' right to suspend the Customer's access to the MiX Integrate Services as provided for elsewhere in this document or the AUP.
- 16.3. Upon termination or discontinuation of the Customer's access to MiX Integrate Services, the Customer must also immediately stop using it. MiX Telematics may independently communicate with any account owner whose account(s) are associated with the Customer's Systems and developer credentials to provide notice of the termination of the Customer's right to use MiX Integrate.

- 16.4. When these T&Cs terminate, those terms that by their nature are intended to continue indefinitely will continue to apply.

17. Liability and Indemnity

- 17.1. Except as expressly set out in these T&Cs, MiX Telematics does not make any specific promises about MiX Integrate Services. For example, MiX Telematics doesn't make any commitments about the content accessed through MiX Integrate Services, the specific functions of MiX Integrate Services, or its reliability, availability or ability to meet the Customer's specific needs. MiX Integrate Services are provided "as is".
- 17.2. Certain jurisdictions may provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. Except as expressly provided for in these T&Cs, and to the fullest extent permitted by law, MiX Telematics excludes all warranties, guarantees, conditions, representations and undertakings regarding MiX Integrate Services and the Customer's use thereof.
- 17.3. To the fullest extent permitted by law:
- 17.3.1. MiX Telematics will only be responsible for direct damages and MiX Telematics will not be responsible for, any lost profits, lost revenue or lost data; financial losses; or indirect, special, consequential, exemplary, or punitive damages, or for any expense, loss, or damage that is not reasonably foreseeable, no matter how it was caused; and
- 17.3.2. the total liability of MiX Telematics, for any claim under these T&Cs, however arising, is limited to the amount the Customer paid to MiX Telematics in respect of the MiX Integrate Services in the 6 (six) months prior to the event giving rise to the liability.
- 17.4. Unless prohibited by applicable law, the Customer will defend and indemnify MiX Telematics, and the MiX Affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent that it arises from:
- 17.4.1. the Customer's misuse or the Customer's end user's misuse of MiX Integrate Services;
- 17.4.2. the Customer's violation or the Customer's end user's violation of these T&Cs; or
- 17.4.3. any content or data routed into or used with MiX Integrate Services by the Customer, those acting on the Customer's behalf, or the Customer's end users.

18. General

- 18.1. MiX Telematics may modify these T&Cs or any portion of it to, for example, reflect changes to the law or changes to MiX Integrate Services. It remains the Customer's obligation to regularly keep up to date with changes to the T&Cs. MiX Telematics will notify the Customer via email of any modification within the documentation of each applicable MiX Integrate Service or these T&Cs. Changes will not apply retroactively and will become effective no sooner than 30 (thirty) days after they are posted. However, changes addressing new functions for a MiX Integrate integration mechanism or changes made for legal reasons will be effective immediately. If the Customer does not agree to the modified T&Cs or terms for a MiX Integrate Service, the Customer should discontinue the Customer's use. Continued use of MiX Integrate Services constitutes acceptance of the modified T&Cs.

- 18.2. Both parties agree to contract in the English language. If MiX Telematics provides a translation of the T&Cs, MiX Telematics does so for the Customer's convenience only and the English T&Cs will solely govern this relationship. The T&Cs do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the T&Cs will limit either party's ability to seek injunctive relief. MiX Telematics is not liable for failure or delay in performance to the extent caused by circumstances beyond MiX Telematics' reasonable control.
- 18.3. If the Customer does not comply with the T&Cs, and MiX Telematics does not take action right away, this does not mean that MiX Telematics is giving up any rights that it may have (such as taking action in the future).
- 18.4. If it turns out that a particular term is not enforceable, this will not affect any other terms.
- 18.5. The T&Cs (read with the Main Agreement) are the entire agreement between the Customer and MiX Telematics relating to its subject and supersede any prior or contemporaneous agreements on that subject.
- 18.6. The law noted in the Main Agreement will govern the T&Cs.

19. Authority

If you are using MiX Integrate on behalf of an entity, you represent and warrant that you have authority to bind that entity to these T&Cs and by accepting these T&Cs, you are doing so on behalf of that entity (and all references to the "Customer" in these T&Cs refer to that entity).

MIX TELEMATICS SIGNATURE	NAME IN PRINT	DATE
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Signed for and on behalf of the MiX Telematics (who warrants his/her authority hereto)

CUSTOMER SIGNATURE	NAME IN PRINT	DATE
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Signed for and on behalf of Customer who warrants his/her authority hereto)