



## 1. Terms and Conditions

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Powertech IST Otokon, a division of Powertech SA (Pty) Limited ("Otokon") sets out the below terms and conditions on which users are authorized to access Silk™ AMR Hosting services, and the related facilities and applications.

These terms and conditions are binding and enforceable against all persons that access the Silk™ AMR Hosting service. Otokon reserves the right in its sole discretion to vary or amend any of the terms from time to time. In this event, Otokon will post the revised terms on the Silk™ website. Each time the user accesses the Silk™ website the user agrees to be bound by the terms posted on the Silk™ website at the time.

### Hardware, software and Internet access

1. It is the responsibility of the user to maintain, at the user's expense, the metering hardware used to access the AMR hosting service.
2. It is the responsibility of the user to be satisfied, prior to accepting these terms, that the Silk™ website is compatible with the user's computer hardware and/or software.
3. Otokon will not be liable for any interruptions of services.
4. Silk™ may without prior notice to users, go offline for necessary Silk™ system maintenance and upkeep.
5. Otokon makes no warranty that the Silk™ website will be uninterrupted, timely, secure and error free.
6. Access to the Silk™ website is restricted to persons who registered using the Subscription Agreement Debit Order Form and the Configuration Form.

### Allowed use and license

Otokon grants the user an exclusive license to view, download and/or print the information or materials on the Silk™ website subject to these terms.

1. Users may only access and use the Silk™ website, or any of the information or materials provided on the Silk™ website, in a lawful manner and for the user's private purposes.
2. Users may not access or use the Silk™ website, or any of the information or materials on the Silk™ website, for any commercial or other non-private purposes without the prior written consent of Otokon.

### Amendment and termination

Otokon expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- change the information, content, services and applications on the Silk™ website;
- discontinue any aspect of the Silk™ website or information, content, services and applications on the Silk™ website; and
- change the delivery system for the services, which could include software and hardware required to access and use the Silk™ website or the information, content, services and applications on the Silk™ website. The user may be required to upgrade software or hardware used to receive Silk™ services.



Otokon, in its sole discretion, may terminate access to the Silk™ website, if the subscriber does not provide payment for the service within the due dates.

### **SIM card**

The user must use the private Otokon SIM card in hardware approved by Otokon. The user may not tamper with the SIM card. Otokon can disable the SIM card if the user breaches the agreement or for technical reasons. The user must keep the SIM card in the hardware at all times.

### **Pricing**

The subscription price is for a monthly subscription, for a contract period of two years. It excludes VAT and is subject to the following terms:

1. The prices will be reviewed by Otokon at the beginning of every financial year and are subject to change accordingly.
2. The amounts are to be paid in advance every month per meter point.
3. The client will be provided with a maximum of 1 ecWIN™ channel per meter for single phase meters and 2 ecWIN™ channels for three phase meters.
4. Extra channels required per meter may be purchased separately.
5. Licensing is per meter hence channels allocated to a specific meter may not be used on another meter.
6. If registration is done during the month, the client will receive the remainder of the month for free. The client will only start paying for the service the following month, in advance.

The pricing structure will be applied as follows:

- For the first 50 meters registered, the amount specified in price band A will apply
- Thereafter, for the 51st to 200th meter, the amount specified in price band B will apply
- Thereafter, for the 201st and more meters, the amount specified in price band C will apply

### **Additional charges**

If the user's authority to access Silk™ services has been interrupted for any reason, Otokon will require the user to pay a reconnection fee before such access is authorized again.

### **Moving**

If the user plans to move premises but would like to continue Silk™ AMR Hosting services, the user must notify Otokon 30 days prior moving. Otokon reserves the right to charge fees for any services rendered for the move.

### **Breach**

The agreement is binding unless and until Otokon provides consent to terminate. A user may not cancel the agreement entered into on the Subscription Agreement Form, without the prior consent of Otokon.



## **Transfer**

A user may not sell or transfer the agreement entered into on the Subscription Agreement Form, without the prior consent of Otokon. The user must keep Otokon informed of contact details and whereabouts of the SIM card.

## **Hyperlinks to website**

Persons may hyperlink to the Silk™ website from another website subject to these terms. Such persons do so at their own risk and Otokon will not be liable in any manner whatsoever for any loss, liability or damage that resulted from such access to, or the use of, the Silk™ website. Any person who provides a hyperlink to the Silk™ website undertakes to indemnify Otokon against any loss, liability or damage that may result from linking to the Silk™ website.

## **Framing of website**

No person may frame the Silk™ website in any manner without the prior written consent of Otokon.

## **Searching within website**

Other than bona-fide search engine operators and the use of the search facility provided on the Silk™ website, no person may use, or attempt to use, any technology or applications (including web crawlers or web spiders) to search the Silk™ website for any purposes without the prior written consent of Otokon.

## **Security**

No person may, whether intentionally or negligently, do anything to compromise the security and stability of Silk™, including, without limitation, by delivering, or attempting to deliver, any damaging code (such as computer viruses) to the Silk™ website or the server and computer network that support the Silk™ website and applications. The user must take all reasonable steps to prevent compromising the security and stability of the Silk™ website as set out in this clause. Any person who contravenes this clause will, in addition to any criminal prosecution, be liable for all resulting loss, liability or damage caused, and undertakes, without any limitation, to indemnify and hold Otokon harmless against any and all loss, liability or damage Otokon or any third party may suffer as a result of such contravention.

## **Intellectual property rights**

All intellectual property on the Silk™ website, including but not limited to software, information, content, design elements, databases, text, graphics, drawings, images, icons, logos, trade names, service marks, and hyperlinks, whether registered or not, is the property of, or is licensed to, Otokon. Without limiting the scope of this clause, the user specifically undertakes not to copy, reproduce, modify, adapt, publish, sell, distribute, transmit, broadcast, disseminate, exploit, or in any other way unlawfully use the intellectual property, or any aspect thereof.



## Support Agreement

### **Daily System Checks**

Daily emails are generated by ecWIN™, containing information on the data availability the previous day. These e-mails are sent automatically to the user's e-mail account.

ecWIN™ sends an exception report of data availability of every data source to the Otokon technician. The technician will inspect and resolve any faults on the AMR hosting system. All faults pertaining to client's hardware is the responsibility of the client.

### **Meter Data**

The meter data is available at all times, and is updated every hour. Up-to-date profiles and reports are accessible over the Internet via Silk™.

### **Month-End Data**

Month-end billing and cost reports are available after the month closure, and can be accessed via FTP or by Silk™. It is however the responsibility of the user to access these billing data.

### **Helpdesk Facility**

Telephone and email support for operational fault reporting is available during office hours. An email can be sent to [silksupport@ist.co.za](mailto:silksupport@ist.co.za) at any time of day. Critical/emergency system faults are usually resolved by a fix/workaround within 48 hours.

- The main function of the help desk is to provide a single point of entry for fault reporting, as well as early identification of problems with regard to ecWIN™.
- A designated person is on call at the Help Desk between 08:00 and 16:30 (weekdays) for logging of calls.

### **Year-End Services**

Otokon or a service provider will perform a year-end by creating a new database for the new financial year and archiving the previous year's database. The database will be added to the list of history databases which are always available.

### **Training**

User training on the use of Silk™ will be provided at no extra cost. The duration of the training will be a maximum of 1 day. This training will be held at Otokon offices. A user manual is available online via the Silk™ website.



## Disclosures

Full name and legal status: *Powertech IST Otokon, a division of Powertech SA (Pty) Limited*

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Main business: *Provision of energy management systems*

Registration number: *2007/015049/07*

Directors: *HJ Coetzee\* (Non-Executive Chairman), Dr HS Chikwanda+ (Chief Executive Officer), AB Ally\*, N Claussen\*, NM Kayton\*, S Macheli-Mkhabela\*, T Matshazi\*, EC Toerien, RE Venter\*, JP Visagie\*, EDW Visser (\*non-executive; + Zimbabwean)*