

Anapaya Specific Terms and Conditions for Professional Services

Version 2.0 – valid from 01.12.2023

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1. Professional Services by Anapaya

1.1. General

- (a) Performance standard. In the absence of any agreement to the contrary in the Order, Anapaya shall perform the professional Services with reasonable diligence and care, but shall not be liable to achieve a specific outcome or result.
- (b) Place of performance. The place of performance for the Services are Anapaya's registered offices, except otherwise agreed in the Order.

1.2. Specific Provisions for Consulting Services

- (a) Completion. Consulting Services shall be considered completed as soon as Anapaya has carried out its activities as per the specific Order.
- (b) Customer sign-off. Documents and analyses are considered approved by Customer if Customer does not request the remedying of any gaps and deficiencies within a period of five (5) working days. If a business blueprint or concept is used for the next project phase with Customer's consent, the business blueprint or concept will be considered approved by Customer the latest at the start of the next project phase.

1.3. Specific Provisions for Training

- (a) Specification. Trainings are provided as described in the Order, service description or training description.
- (b) Customer obligations. Should the training be on Customer's premises, Customer shall be responsible for the free provision of an adequate venue and all related logistics (video projector, whiteboard, PC with high-performance Internet access for the hands-on exercises, etc.).

- (c) No shows. No refunds shall be granted if the number of participants is less than initially registered.

1.4. Specific Provisions for Managed Services

- (a) Scope. Managed Services aim to support the functioning of the managed solution by performing remote operational duties as described in the Order or service description. These include remote monitoring elements of the solution, incident response, remote troubleshooting, remote deployment of update or patches as part of the maintenance duties and reporting. As a rule, Anapaya only manages solutions designed and deployed by Anapaya.
- (b) Inspection. Anapaya shall be entitled to perform, at Customer expenses, an inspection of the operational preconditions before accepting to perform a managed Service.
- (c) Service provisioning. As a rule, managed Services are provided through Anapaya's command and control infrastructure (C&C), which is hosting several tools required to perform the service. Good quality data communication between the C&C and the serviced object is an essential prerequisite.

1.5. Specific Provisions for Work Performances

- (a) Warranty period. If certain professional services are agreed in the Order to yield a specific outcome or result, a warranty period of six (6) months starting from completion of the respective work shall apply. Within such warranty period, Anapaya will, at its choice, either re-perform the non-conforming portions of the work performance at no cost to Customer or waive or return, as applicable, any work performance fees for the non-conforming portions of the work result. This shall be Customer's sole remedy for breach of such warranty.
- (b) Delivery and acceptance. Work performances are considered rendered upon delivery to Customer. Customer shall confirm in writing to Anapaya no later than five (5) working days after delivery of the work result that these are complete and free of defects that prevent operation or use of the work results, whereupon they are considered accepted. Such confirmation may only be refused if the work results bear defects that prevent operation or use, provided that Anapaya has failed to remedy such defects after expiry of two reasonable grace periods. Defects that do not prevent operation or use of the work results will be remedied according to the warranty provisions.
- (c) License grant. Upon full payment of the fees, Anapaya grants to Customer a non-exclusive, perpetual, worldwide and transferable license to use, copy, modify, perform, create derivative works of and publish work results (including custom software developments) developed specifically for Customer. Such license includes Customer's right to use pre-existing intellectual property of Anapaya embedded in such results, but solely in combination therewith and not on a stand-alone basis.

2. Remuneration

- (a) Time and material. Except otherwise agreed in the Order, professional services shall be invoiced on a time and material basis, except for managed Services and training.
- (b) Cost estimates. In general, a certain number of defined person days (1-person day = 8 hours) is agreed; any such statement in weeks or months implies only an indication of the time (number of person days) that is roughly expected for the provision of the Services agreed.

- (c) Cost ceilings. A cost ceiling shall not be regarded as a flat rate but shall have the following meaning: on reaching the cost ceiling, Customer shall have the option to discontinue the Service, without either Party incurring any further liability. If possible, Anapaya informs Customer before a cost ceiling is reached.
- (d) Travel time. Traveling time shall be paid as per the current pricelist of Anapaya.

3. Change Management

- (a) Change requests. The Parties may at any time during the performance of professional services propose changes to the Services. The following procedure shall apply: If a Party requests a change, the other Party shall inform such Party as soon as possible whether the change is feasible and what effect it will have on the Services.
- (b) Continuation of performance. While proposed changes are under examination, Anapaya shall only continue its work as far as is expedient.
- (c) Impact on schedule. Changes to agreed deadlines that occur as a result of any changes shall be deemed accepted by Customer.

4. Term and termination

- (a) Any Orders for professional services will remain in effect for the term which is specified in the relevant Order or – if no such time is specified – until completion of the relevant professional services.
- (b) Anapaya shall be entitled to terminate an Order or any portion thereof with immediate effect if performance of the professional services for reasons attributable to Customer (i) has not started within twelve (12) months from the date of issuance of the Order by Customer; or (ii) has been interrupted for a consecutive period of more than six (6) months.
- (c) A rescission of an Order by Customer, e.g. in case of performance default of Anapaya, shall be excluded.