

Anapaya Specific Terms and Conditions for Product Supplies

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1. Product Supplies and Hardware Maintenance Service

- (a) Reference to third party terms. Anapaya is not a hardware manufacturer and therefore only provides Product Supplies of third party manufacturers. Accordingly, for Product Supplies as well as performances of the third-party manufacturer related thereto (such as troubleshooting, error analysis, debugging, delivery of patches and updates, hardware replacement), the terms of supply, licensing, guarantee and warranty of such third-party manufacturer shall be solely applicable. Such terms will be made available to Customer on request in appropriate form.
- (b) Warranty disclaimer. Any warranty for uninterrupted operation, for permanent system compatibility or for immediate rectification of shortcomings shall be disclaimed to the extent permitted by law.

2. Delivery and Installation

- (a) Supply terms. The supply of Product Supplies shall be made DAP (Incoterm 2020).
- (b) Installation work. Installation work shall be carried out by Anapaya only to the extent specifically agreed in the Order in accordance with the STC Professional Services. Any corresponding additional costs shall be borne by Customer, in particular any adaptations of the technical environment at Customer's end as well as the configuration of interfaces, data migration, parameterization, and related activities.

3. Maintenance

- (a) Scope. Hardware maintenance serves the purposes of ensuring operation as well as repairs or replacement of Product Supplies in the event of defects. Maintenance shall relate to unaltered hardware that has been serviced without interruption, for use at the locations mentioned in the Order, and in accordance with the configurations and conditions of use recommended by Anapaya or the third-party manufacturer.
- (b) Upgrades. Supply of upgrades or new versions with enhanced functions shall only be included in the fee if the Order explicitly so provides.

- (c) Exclusions. Replacement or repair of hardware and firmware damaged by external influences, as well as of consumables and parts subject to wear and tear (including batteries) shall be included in the maintenance only to the extent provided for in the Order.
- (d) Release cycle compliance. Customer shall install all updates and releases provided by the third-party manufacturers (e.g., firmware) within the timeframe indicated by such manufacturers. If the updates and releases are not installed in time, Anapaya shall not be responsible for any problems encountered by Customer in relation to the hardware. In addition, Anapaya may suspend all or certain Software maintenance Services until the updates and releases have been successfully installed.
- (e) Suspension. In the event of interventions by Customer or third parties, operating errors or wrong notifications of defect, reasons for defects outside the components serviced by Anapaya or deviations from the preconditions of maintenance by Customer, Anapaya may either suspend parts or all of its maintenance Services or may charge additionally to Customer any efforts that may have become necessary for these reasons.
- (f) Compensation of additional efforts. The following items are, without limitation, not covered by maintenance Services and shall be charged to Customer additionally: (i) maintenance of parts that can be detached from the hardware (e.g. power cables, optics, antennas, SIM cards); (ii) extensions and options not supplied by Anapaya; (iii) electrical installations; (iv) rectification of faults caused by external influences not attributable to Anapaya; (v) services in connection with changing hardware location; (vi) restoring and back-up of data.
- (g) Third party dependency. Should the third-party manufacturer cease, suspend or interrupt the provision of maintenance for Product Supplies for any reason whatsoever, Anapaya shall be relieved of its maintenance obligations.

4. Term and termination

- (a) Any Orders for Product Supplies will remain in effect for the term which is specified in the relevant Order or – if no such time is specified – until delivery is completed. Maintenance for Product Supplies is not renewable beyond the initial maintenance term indicated in the Order.