

# Specific Terms and Conditions for Anapaya Licensed Software (CORE and EDGE)

## 1 Scope and Definitions

### 1.1 Scope

Anapaya develops the software components allowing Customer to participate in the SCiON-Internet; offers them as Licensed Software; and provides Customer with subscriptions including the right-to-use the Licensed Software as well as its maintenance and support, to the extent and for the specific use described in the Agreement.

Anapaya's software suite is made of the following Licensed Software: Anapaya EDGE (fully controllable SCiON gateway); Anapaya CORE (high performance SCiON-router); Anapaya Management Suite (aka. OrgMan, controller for Anapaya EDGE); Anapaya Monitoring and Alerting for Service Providers (set of tools for monitoring and alerting, for service providers). Other software may become part of Anapaya's suite.

### 1.2 Definitions

License Keys are certificates provided by Anapaya to technically ensure that Licensed Software is used within the parameters set by the Rights of Use.

Licensed Software: refers to the standard software program in its object code, the available and related printed or machine-readable documentation as well as the data media.

Rights of Use: Customers right to use Licensed Software as per the terms of the Agreement.

## 2 Rights of Use the Licensed Software

### 2.1 Principles

Customer may use the Licensed Software only in the contractually agreed scope and extent.

The Rights of Use are limited to the Licensed Software, even if it is also technically possible for Customer to access other software components of Anapaya.

The Rights of Use include download, save, transfer, convert, execute and/or reproduce the programs in machine-readable form for the purposes of executing program instructions within the scope set out in the Agreement, including temporary copies required for those activities and the use of the related documentation.

Customer is not entitled to receive or use the source code (even if Customer has such source code in its possession for whatever reason).

The Rights of Use are limited to the term of the Individual Contract.

### 2.2 Metrics and Amounts

The Rights of Use are provided to the extent of the metrics specified in the Agreement.

The listed amounts shall refer to the factual use throughout the whole contract duration and not to any concurrent use.

Subject to the specifications set out in the Agreement, Customer has the right to install as many instances of the Licensed Software as technically required but its Rights of Use is limited to the amount of the metrics specified in the Order(s), according to the license scheme described in the Service Description.

### 2.3 Increased or Expanded Use

Any increased or expanded use of the Licensed Software compared to the specifications set out in the Agreement, such as use on computer systems with greater capacity or higher performance, on auxiliary equipment, by a larger number of authorized users, at additional usage sites, by affiliated companies or for increased use based on type, scope and intensity, must be immediately reported by Customer to Anapaya.

Anapaya may demand Customer to immediately cease such use or, in case of subsequent approval, retroactively (since of the beginning of the increased or expanded use) invoice to Customer the then applicable additional subscription maintenance fees. Anapaya's audits rights remain reserved.

### 3 Responsibilities of Customer

#### 3.1 Cooperation Obligation

Customer ensures that all cooperation duties required for the supply of the Licensed Software and Services are provided timely and free of charge.

Customer's duties to cooperate include the creation of all preconditions in Customer's operating environment that are needed to install the Licensed Software and provide associated Services. Thus, Customer shall:

- provide the technical and operational prerequisites on its premises and within its infrastructure in view of the provision of the Licensed Software and Services by Anapaya, whereas Anapaya gives to the extent possible appropriate instructions in this regard;
- obtain necessary approvals, authorizations and third-party consents needed for Anapaya to deliver the Services;
- provide and operate appropriate telecommunications services for on-site and remote works required for the Services;
- grant Anapaya staff and/or third parties engaged by Anapaya access to Customer's premises, both during ordinary working hours and, upon prior announcement, at other times, provided that the persons in question identify themselves;
- if needed, make available fully equipped workplaces for Services to be carried out on Customer's premises and ensure a safe working environment for Anapaya staff and the third party's staff deployed by Anapaya on Customer's premises;
- treat the technical equipment which is the property of Anapaya or its own suppliers, and which is in the Customer's possession, with the necessary care and ensure that the premises in which the technical equipment is installed are adequately protected, particularly from fire, theft and vandalism;
- make available duly qualified staff, including the designation for each service of a person acting as single point of contact.

Customer shall be solely liable for the safekeeping and backing up of its data (including installed software). This obligation includes backing up of the CORE-router software unless Customer has outsourced such task to Anapaya.

In the event that Customer does not fully and timely fulfil its cooperation obligations, Anapaya may adjust the deadlines and charge Customer for any additional costs incurred.

#### 3.2 3<sup>rd</sup> party locations

Where Customer wishes to run the Licensed Software on information technology devices that are located at the facilities and in direct possession of a third party, Customer ensures that the third party respects the agreed conditions concerning the Rights of Use.

#### 3.3 Parameterization and Integration

Customer is entitled to, at its own risks, parameterize the Licensed Software to Customer's requirements without modification of the Licensed Software and solely within the scope specified in the documentation and to combine the Licensed Software with interoperable programs.

Any further change shall constitute a breach of Anapaya's intellectual property rights and shall require prior written agreement.

#### 3.4 SCiON specific to Customers that are Internet or Network Service Provider Partners of Anapaya : connectivity, metadata, numbering resources

Licensed Software is generally part of an architecture aiming to be part of the SCiON-Internet. It is the responsibility of Customer to procure a SCiON-based connectivity service or to interconnect with the other participant(s) in the SCiON-Internet to take advantage of Licensed Software.

Customer is responsible of implementing the metadata (e.g. geolocation) in a transparent and sincere manner.

Customer commits on requesting its SCiON specific numbering resources from an officially accredited numbering authority (for the sake of clarity: Anapaya System AG is the official numbering authority for now).

Customer commits on not implementing an ISD-number or SCiON-AS number not assigned to itself.

## 4 Fulfilment and Acceptance

### 4.1 Version made available

The Licensed Software is made available in a generally supported version.

### 4.2 License Keys

One or more License Keys may be needed to enable the Licensed Software to be used. Each installation of the Licensed Software must be supplied with one or more valid License Keys.

License Keys may depend on a unique installation ID. Customer agrees, if requested to do so, to transmit a unique installation ID to Anapaya to get access to valid License Keys.

### 4.3 Delivery

At Anapaya's discretion, Licensed Software and documentation can be transmitted on data carriers or by data transmission to Customer or can be made available to Customer online.

Customer is obligated to take delivery of the Licensed Software immediately upon Anapaya making it available.

### 4.4 Replacement

Should the Licensed Software be inadvertently damaged or destroyed by Customer, Anapaya will upon request by Customer replace such Licensed Software, to the extent that such replacement is possible and available. In such case, Customer shall bear the actual costs of replacing, delivering and, as applicable, installing the Licensed Software.

## 5 Maintenance Services

### 5.1 Scope of the Maintenance Services

Unless otherwise agreed, the standard maintenance service includes the following:

- Support of Customer by e-mail or, as available, through a support portal regarding errors reported by Customer which threaten the proper functionality of the Licensed Software;
- Bug fixing of reported and reproducible errors by providing workarounds, patches or updates; and
- The provisioning of generally available updated versions of the Licensed Software that contain fixes and/or new functionality ("Patch Releases" of the Software developed for all customers) and the related documentation at Anapaya's discretion.

Unless otherwise agreed, the maintenance services are provided during the standard service hours specified in the GTC.

Anapaya may release updated versions of its Licensed Software ("Patch Releases") that contain fixes and/or new functionality. It is not always guaranteed that the installation of such an update is reversible, i.e., Customer must assume that Licensed Software can only be upgraded but not downgraded.

### 5.2 Exclusion from the maintenance service

The maintenance service does not create an obligation to enhance the Licensed Software in specific intervals or extents.

The maintenance services do in particular not include:

- bug fixing at customers' premises,
- support of any third-party products and trial licenses,
- support becoming necessary due to the use of the Licensed Software not complying with the Rights of Use,
- support of problem resolutions resulting from modifications by Customer or any third-party,
- installation of workarounds, Patch Releases of the Licensed Software, and
- providing new versions, new functionality or new modules of the Licensed Software
- support of versions of Licenses Software no longer generally supported by Anapaya

### 5.3 Optional maintenance services

The following services are not included in the standard software maintenance agreement:

- Preventive maintenance: periodical testing to maintain the permanent functionality, operating efficiency and serviceability.

- Adaptive maintenance: adaptations of the Licensed Software to new situations or IT environments (e.g. changes of hardware platforms, operating systems, changes of variable parameters such as new tariffs, taxes, etc.)
- Extended support: reach of the support outside the standard service hours, through additional communication channels (e.g. API, phone or video call...) or in languages other than English

Where Customer needs such extended service, Anapaya and its partners can analyze Customer's requirement and make reasonable efforts to make an offer.

## 6 Change Management

### 6.1 General

At any time, Customer can ask for an increase of the metrics of the Licensed Software or for an unlocking of optional features.

This is materialized by an additional (set of) new License Key(s), replacing or complementing the actual License Key(s).

#### 6.1 Software license subscription flexibility

Anapaya understands that needs can change over time. In case of upgrades to a metric before the end of a subscription term (initial or renewal), Anapaya offers the following flexibility:

- Partner can reassign the then-current subscription to a new installation and get a new subscription for the new amount of metric for the actual installation, or
- Partner can replace the then-current subscription with a new one, with a proration. In this case, the then-current residual value of the current subscription is deducted from the price of the new subscription  
(Note: Anapaya does not perform any reimbursement, e.g., if the then-current residual value would have been higher than the new subscription price), or
- in addition to a proration, Partner can take advantage of a coterminous (= keeping the previous term). In this case, Partner must subscribe the new license with the immediate shorter-term than the remaining term of the initial license subscription. The price of the subscription is prorated to the number of months remaining for the initial term.

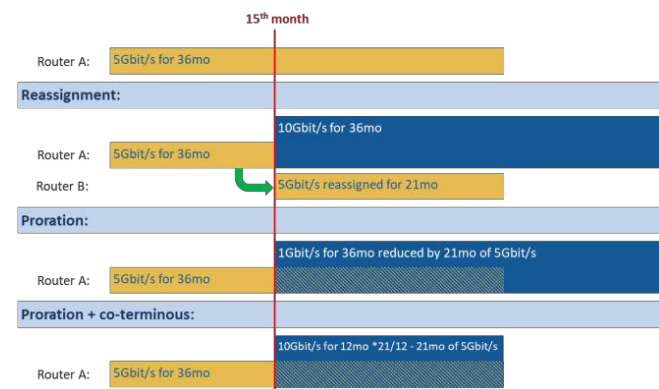


Illustration of the flexibility options for EDGE

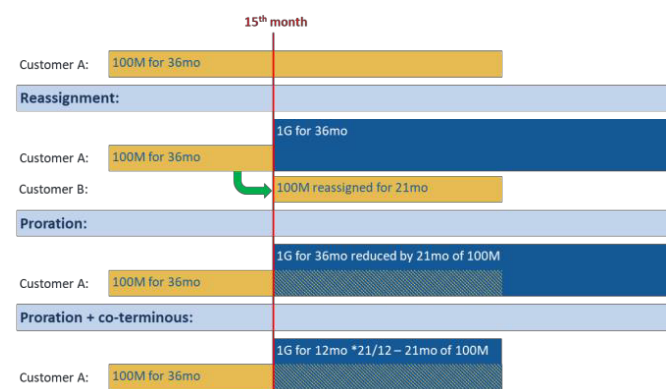


Illustration of the flexibility options for CORE