

Specific Terms and Conditions for Professional Services

1 Scope and definitions

- 1.1.1 Anapaya performs professional services related to its own Deliverables (e.g., consultancy, roll-out of projects, remote operations, trainings.). These services may be provided in the form of consulting services or as work performances with responsibility for result. A detailed description of the contractual services, schedule, prices, payment arrangements, project-specific duties of cooperation, etc. will be set down in the standard Service Description and/or Order. It will also state whether the services are Consulting Services or a Work Performance (jointly called "Professional Services" hereinafter).

2 Professional Services by Anapaya

2.1 Type of Professional Services

- 2.1.1 Anapaya provides Professional Services only related to Deliverables originally provided by Anapaya.
- 2.1.2 Anapaya performs Consulting Services in: analysis, project management, consultancy, training, coordination, evaluation, strategic planning, preparation of business blueprints and concepts, support in parametrization or implementation, help with acceptances, inspection of operational preconditions, etc. The Customer directs and controls Consulting Services and is responsible for the results achieved with the help of the consulting.
- 2.1.3 Anapaya renders Work Performances in: Managed services, custom software developments based on detailed specifications, software adaptations and migrations. Work Performances are rendered under the direction of Anapaya, which is responsible for achieving the results according to the specifications defined in the Individual Contract.

2.2 Place of performance

- 2.2.1 Place of performance for the Services are Anapaya's registered offices, except otherwise agreed in the Order.

2.3 Specific Provisions for Training

- 2.3.1 Trainings are provided as described in the Order and/or Service Description and/or the Training Description.
- 2.3.2 Should the training be on Customer premise, Customer is 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.).
- 2.3.3 No refunds will be allowed if the number of participants is less than initially registered.

2.4 Specific Provisions for Managed Services

- 2.4.1 The Managed Services aim to support the functioning of the managed solution by performing remote operational duties as described in the Order and/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.
- 2.4.2 As a rule, Anapaya only manages solutions designed and rolled-out by Anapaya.
- 2.4.3 Anapaya is entitled to perform, at Customer expenses, an inspection of the operational preconditions before accepting to perform a Managed Service.
- 2.4.4 The Managed Service is provided in compliance with the Service Level Agreement (SLA).
- 2.4.5 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. Anapaya reminds that good quality data communication between the C&C and the serviced object is an essential prerequisite.

2.5 Specific Provisions for Work Performances

- 2.5.1 For work results of Work Performances, a warranty period of six (6) months starting from completion of the respective deliverables 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 Performance result. This shall be Customer's sole remedy for breach of such Professional Services warranty.

3 Responsibilities of the Customer

3.1 Pre-sales phase

- 3.1.1 As a general rule, Customer shall be solely responsible for the definition of the specifications which the Professional Services provided by Anapaya have to comply with.
- 3.1.2 As far as Anapaya supports the Customer by analysing its business requirements and/or by selecting products free of charge, this shall be done without any contractual obligation and without any liability.

3.2 Remote access to the object

- 3.2.1 The Customer shall ensure access to the object to be serviced by Anapaya's Command and Control infrastructure (C&C).
- 3.2.2 The Customer provides any installations for remote maintenance on his own account.
- 3.2.3 The access to the serviced object shall be provided for the term of the Professional Service.
- 3.2.4 If the remote access cannot be provided for the term of the Professional Service, for whatever reason, including the update of Customer's internal security policy, the Professional Service is declared prematurely terminated by the Customer.

4 Fulfilment and Acceptance of Services

4.1 Consulting Services

- 4.1.1 Consulting Services are considered performed as soon as Anapaya has carried out its activities as per the specific Order.
- 4.1.2 Documents and analyses are considered approved if they were presented to the Customer and the Customer did not request the remedying of gaps and/or defects within a period of 5 (five) calendar days.
- 4.1.3 If a business blueprint or concept is used for the next project phase with the Customer's consent, the business blueprint or concept will be considered approved by Customer the latest at the start of the next project phase.

4.2 Work Performances

- 4.2.1 Work Performances are considered rendered as soon as Anapaya has completed them in accordance with the specifications fixed in the Order and delivered them to the Customer.
- 4.2.2 The Customer will confirm in writing to Anapaya no later than 5 (five) calendar days after delivery of the Work Performances that these are complete and free of defects that hinder operation, whereupon they are considered accepted.
- 4.2.3 This confirmation may only be refused if the Work Performances have defects that hinder operation and Anapaya does not succeed in finishing or improving them even after the end of two reasonable extension periods set in writing.
- 4.2.4 Defects that do not hinder operation will be remedied according to the warranty provisions.

5 Term and termination

5.1 Commencement of the Agreement

- 5.1.1 As a rule, an Individual Contract for Professional Service becomes effective at the date of its signature.

5.2 Initial Term

- 5.2.1 As a rule, Individual Contracts for the delivery of non-recurring Professional Services (e.g. training, software development) shall remain in force until their full completion.

5.3 Consequence of the suspension

- 5.3.1 If an Individual Contract related to a Work Performance has been suspended, Anapaya is entitled to perform, at Customer expense, a complementary inspection of the operational preconditions before its resume.

6 Remuneration

- 6.1.1 Except otherwise agreed in the Order, professional services shall be invoiced on a time and material basis.
- 6.1.2 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.
- 6.1.3 A cost ceiling shall not be regarded as a flat rate but shall have the following meaning: on reaching the cost ceiling, the 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.
- 6.1.4 Traveling time shall be paid as per the current pricelist of Anapaya.

7 Ownership, Intellectual Property Rights, Right-to-Use

7.1 Intellectual Property Rights resulting of the Professional Services

- 7.1.1 Upon full payment of the Charges, Anapaya grants to Customer a non-exclusive, perpetual, worldwide and transferable license to use, copy, modify, perform, create derivative works of and publish results of Work Performance (including custom software developments,) made individually for the Customer. This 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.
- 7.1.2 For all other materials or data provided by Anapaya to Customer in the course of performance of Professional Services, Customer's non-exclusive right to use shall be non-transferable, limited to the purpose of receiving and consuming the Service, and end upon termination or expiry of the Individual Contract.

8 Change Management

- 8.1.1 The Parties may at any time during the performance of a Professional Service propose amendments to the agreed Services or the description of tasks. The following procedure shall apply: If the Customer requests an amendment, Anapaya shall inform the Customer as soon as possible in writing whether the amendment is possible and what effect it will have on the performance of Services, and particularly on prices and deadlines.
- 8.1.2 Anapaya shall be entitled to defer amendments if its other project obligations make this necessary. The Customer shall in the same manner accept or reject any amendment requests submitted by Anapaya.
- 8.1.3 While proposed amendments are under examination, Anapaya shall only continue its work as far as is expedient.
- 8.1.4 Changes to the deadlines that occur as a result shall be deemed to have been accepted by the Customer. Any change shall be agreed in writing and signed by the contracting parties.