



### SUPPLEMENTARY CONDITIONS FOR PROVISION OF NETWORK ANALYTICS SERVICES ("SERVICES"):

January 2023

#### 1. SCOPE:

- 1.1 These Supplementary Conditions are to be read in conjunction with the R&S General Conditions for Deliveries and Services (the "GCs"). In case of conflict between this Supplementary Conditions (the "SCs") and the GCs, the SCs shall prevail. Terms not defined here shall have the meaning ascribed to them in the GCs.
- 1.2 The scope of the Services to be performed including the Customer pre-requisites, equipment configuration / setup and other such details necessary for the completion of the Services shall be set forth in the service description document provided by RSSQ.
- 1.3 The Services provided will conform to the standards mentioned in the "Service Description" document.

#### 2. TERMS OF PAYMENT:

- 2.1 Unless otherwise specified in the quotation, the standard schedule of payments for Services shall be as follows:
  - 50% of the total order value as a non-interest-bearing down payment after RSSQ order confirmation receipt by remittance to one of R&S bank accounts
  - 50% of the total order value after delivery of the Final Report (defined more particularly in the Service Description) by remittance to one of R&S bank accounts
- 2.2 In case of "Syndicated Drive" Services, the standard schedule of payments shall be as follows:
  - 100% of the total order value after delivery of the Final Report (defined more particularly in the Service Description) by remittance to one of R&S bank accounts
- 2.3 All payments shall be made to RSSQ within thirty (30) calendar days from the invoice date without any deductions.

#### 3. SERVICES

##### 3.1 General

- 3.1.1 Prior to commencing the performance of Services, the items to be provided by the Customer (including but not limited to: route plans, polygons, SIM cards, contact person details, letters of invitations, details for custom clearance and other items as defined in the Service Description) must be available. All preparatory work to be provided by the Customer (including but not limited to: definitions of target networks, operating frequency bands, use cases, required KPI, locations, points of interest) must be fulfilled before the commencement of Services by RSSQ.
- 3.1.2 All vehicles and equipment not under the responsibility of RSSQ must be procured and provided in the required quality and suitability by the Customer in due time and at its own cost.
- 3.1.3 Any changes to the scope of the Service Description including project milestones shall be mutually agreed in writing in a change order.
- 3.1.4 The Customer shall co-operate with RSSQ and provide, promptly, any data or information, assistance and electronic remote access and/or physical access conducive to and required for a proper performance of the Services and RSSQ shall not be responsible for any consequence of failure to perform its obligations arising due to any delay, error, omission or act of the Customer or its agents or suppliers or other contractors.

##### 3.2 Accuracy of Information

All factual information and service results prepared and delivered by RSSQ to the Customer in connection with the contract will be to the knowledge of RSSQ, true and accurate (taken as a whole) on the i) date as of which such information is dated or certified and b) using pre-agreed configuration / set-up of the testing equipment as set forth in the Service Description.

- 3.3 The Services to be performed by RSSQ shall be based on the (i) measurement scope, (ii) measurement setup, (iii) the chosen methodology and (iv) deliverables, as defined in the Service Description and agreed by both parties. RSSQ shall not be liable for any inaccurate information and/or service results in the event of changes to the above, which have not been agreed by RSSQ beforehand.

##### 3.4 Service Validity

- 3.4.1 The results, conclusions and reports derived by RSSQ as a result of the performance of Services shall be valid only for the (i) designated geographical area driven, (ii) measurement setup, (iii) measurement use cases and (iv) the measurement date, as defined in the Service Description.

3.4.2 The results, conclusions and reports are not intended for the geographical areas not driven as part of the Services, therefore, the results, conclusions, reports, etc. cannot be generalized for different areas, setup, use cases as well as for different time period.

#### **4. INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP**

- 4.1 If and to the extent RSSQ creates results, conclusions, documents, specifications, formulae, models, samples or any other works (hereinafter referred to as "Works") when rendering Services hereunder, the full and sole ownership in such Works shall lie with RSSQ. Unless agreed otherwise, the Customer shall not be entitled to use such Works in connection with any assignment for any other party than RSSQ.
- 4.2 In relation to the above, RSSQ shall grant the Customer the non-exclusive right to use the Works exclusively for its internal use as envisaged in these Terms and the Service Description. The right of use shall be unlimited in time and in the country of the place of delivery. In particular, the right to use the Works shall not include the right to translate, lease, lend, sublicense, distribute or publicly reproduce the Works or make it available online to third parties outside the Customer's company. Furthermore, the right to use the Works shall not include the right to reproduce the Works unless such reproduction is necessary for to produce a backup copy.
- 4.3 All other rights to the Works shall remain with RSSQ.

#### **5. CONFIDENTIALITY**

- 5.1 Each Party shall undertake to treat as confidential all information (know-how, skills, experience, documents, inventions, production processes, designs, business and trade secrets, software in any form) – irrespective of its form – that is made available to it by another Party during the execution of the Services, including the Terms itself, and to use this information exclusively for the purpose set forth in the Terms.
- 5.2 The Parties receiving the information shall not disclose and/or hand over confidential information to persons outside its company or to staff members that do not require this information. RSSQ shall be entitled to disclose the information to any company within the Rohde & Schwarz Group Companies to the extent that such disclosure is necessary to provide the Services to the Customer.
- 5.3 The non-disclosure obligation shall not apply to information
- a) that is or becomes generally known without infringement of this non-disclosure provision, or
  - b) that is made accessible to the receiving Party by a third party without infringement of this non-disclosure provision and without any restrictions, or
  - c) that the receiving Party has owned or independently acquired or developed before this non-disclosure provision took effect, or
  - d) whose disclosure and transfer has been approved in writing by the Party making it available; or
  - e) to the extent such information is required to be disclosed by any legislation to which the disclosing Party is subject.
- 5.4 Any documents received that are marked as confidential shall without undue delay be returned at any time at the request of the Party that makes them available and shall be destroyed at the latest upon termination / expiry of the contract.
- 5.5 The obligations contained herein shall continue for a period of three (3) years from the date of termination or expiration of the contract in accordance with its terms.

#### **6. MISCELLANEOUS**

- 6.1 English must be the language to be used in all documents and correspondence related to the performance of the Services.

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