

STANDARD TERMS AND CONDITIONS

1 General

- 1.1. These Standard Terms and Conditions (the 'Terms') shall, together with the attached Purchase Order and any additional Appendix, regulate the subject matter of the Purchase of the Services.

2 Purchase Orders

- 2.1. When Purchaser so desires, an authorized representative of the Purchaser may submit a Purchase Order to Supplier.
- 2.2. Any Purchase Order placed shall always be governed by these Terms.
- 2.3. A Purchase Order shall be deemed to constitute a firm legally binding agreement upon the date of acknowledgement by the Purchaser and Supplier (the "Purchase Order Effective Date").
- 2.4. A Purchase shall only be deemed legally binding when a Purchase Order has been placed and acknowledged in written by both Parties.
- 2.5. In case of any inconsistency between these Terms and the Purchase Order, these Terms shall prevail.

3 Supplier's Obligations

- 3.1. In case of any disputes between the Parties, Supplier shall not be entitled to, in whole or in part, to cease or delay any delivery and/or performance.
- 3.2. If so requested by Purchaser, Supplier shall in good faith do its utmost to provide other companies within the Purchaser Group of companies (Axian Telecom) with the same Goods and/or Services as agreed in the Purchase Order.
- 3.3. Such additional purchases as mentioned in Article 3.2 shall always be subject to these Terms and similar in pricing to the initial purchase.
- 3.4. Supplier shall comply with the Axian Group Supplier Code of Conduct, as well as the Axian Health and Safety Schedule, as updated from time to time.

4 Prices

- 4.1. All prices shall be stated in Tanzanian Shillings (TZS) or any other currency as may be agreed between the Honora and Supplier
- 4.2. The prices for the Goods and/or Services shall be stated in the Purchase Order.
- 4.3. All prices are valid according to delivery term Delivered Duty Paid (DDP) to Site, in accordance with Incoterms® 2020 unless otherwise agreed.
- 4.4. All prices are firm and fixed in the currency agreed upon in the Purchase Order during one (1) year from the Purchase Order Effective Date and shall thereafter be subject to annual re-negotiation. Until new prices have been agreed the current valid prices shall apply.
- 4.5. All fees, charges and expenses, including those related to travel and accommodation, incurred in connection with the fulfilment of the Purchase Order shall be paid by Supplier.
- 4.6. Standard documentation related to the Goods and Services shall be provided by Supplier to Purchaser at no additional cost.
- 4.7. The prices shall include any and all taxes, withholding taxes, duties and levies imposed, levied or assessed, outside and inside of the area (excluding VAT inside the area) as a result of the purchase made by Purchaser.
- 4.8. Supplier shall be responsible for personal income tax for itself and its personnel and for any and all taxes, social contributions, duties and levies in relation to its personnel and the personnel's belongings.

5 Payment and Invoicing

- 5.1. Payments shall be made by Purchaser to Supplier in the currency agreed upon in the Purchase Order within Ninety (90) days from receipt of invoice compliant with the Purchase Order and these Terms.
- 5.2. An invoice compliant with these Terms and the Purchase Order, shall as a minimum specify a reference to the

Purchase Order Number, and the amount and contain a summary of the content of the Purchase Order.

6 Delivery, Title, Risk and Insurance

- 6.1. Supplier shall deliver the Goods in accordance with delivery term Delivered Duty Paid (DDP) to Site in accordance with Incoterms® 2020. In case of any inconsistency between these Terms and Incoterms® 2020, these Terms shall prevail.
- 6.2. Supplier shall bear the risk of loss of and damage to, and shall maintain appropriate, sufficient and necessary insurance in relation to the Goods and Services until Acceptance.
- 6.3. The title to the Goods and Services shall pass to Purchaser upon the respective Acceptance dates.

7 Licences

- 7.1. Purchaser is hereby granted a perpetual, non-exclusive, restricted license to use any delivered software and documentation, but only for Purchaser's and the Purchaser group of companies' use in accordance with the Terms, and not otherwise.
- 7.2. Except as stated below in this article, Purchaser does not receive title or ownership rights to the software or documentation, and all such rights shall, unless otherwise agreed, remain with Supplier or its sub-contractors.
- 7.3. All results of the Services, such as but not limited to Software Customisations, modules and technical solutions shall be the property of Purchaser, unless specifically agreed in the Purchase Order

8 Delays and Liquidated Damages

- 8.1. In the event that an, in a Purchase Order, agreed delivery date is delayed, and such failure is not due to circumstances for which Purchaser is responsible, Purchaser shall have the right to liquidated damages. Purchaser shall have the right to deduct any liquidated damages amount from an invoice from Supplier under these Terms.
- 8.2. Supplier shall for each commenced week of delay, pay to Purchaser as liquidated damages the following percentages of the Purchase Order Price:
- | Week | Percentage |
|------|------------|
| 1-2 | 1 % |
| 3-4 | 2 % |
| 5-6 | 3 % |
- 8.3. The maximum liquidated damages due to a delay shall be limited to twelve (12) per cent of the relevant Purchase Order Price.
- 8.4. The payment of liquidated damages shall not relieve Supplier from the obligation to deliver the Goods and Services ordered by Purchaser.
- 8.5. For a delay as stated above, Purchaser shall have a right, in its option, to require compensation under this Article and/or any other compensation Purchaser is entitled to under these Terms.

9 Termination

- 9.1. Purchaser shall have the right to terminate a Purchase Order, with immediate effect and without liability to Supplier at Purchaser discretion, if Supplier exceeds any of the in a Purchase Order agreed delivery dates with thirty (30) days or more.
- 9.2. Either Party shall have the right to terminate a Purchase Order with immediate effect and without liability to the other Party, by written notice to the other Party, if the other Party goes into liquidation, enters into composition proceedings with its creditors, becomes insolvent or is unable to pay its major debts or the majority of its debts or fails or admits in writing its inability to pay its major debts or the majority of its debts as they become due, makes a general assignment for the benefit of creditors or if a petition under bankruptcy or under any insolvency law is

- filed by or against the other Party and such petition filed by a third party is not dismissed within sixty (60) days (or such longer period agreed upon between the Parties) after it has been filed or a secured part takes possession of all or substantially all of its assets and such process is not dismissed or restrained within thirty (30) days.
- 9.3. Either Party shall have the right to terminate the Purchase Order with immediate effect and without liability to the other Party, by written notice to the other Party, if the other Party commits a material breach of its obligations under these Terms and/or the Purchase Order. However, in the case of any breach which is capable of being cured, neither Party shall terminate the Purchase Order before the other Party has been served notice of such breach and failed to cure the breach within ten (10) days after it was served with the notice.
- 9.4. The expiration or termination of the Purchase Order shall not affect or prejudice any provisions of these Terms and the Purchase Order, which are expressly or by implication provided to continue in effect after such expiration or termination.
- 10 Acceptance**
- General
- 10.1. The acceptance procedure consists of two (2) steps; (i) a delivery inspection (only for Goods), and (ii) delivery tests. Both steps are carried out by Purchaser with the participation of Supplier.
- Delivery inspection of Goods
- 10.2. In order to verify the full (i.e. consistent with the relevant order) and proper delivery, a visual inspection ("delivery inspection") of the quantities and condition of Goods delivered, shall be carried out. At each such delivery inspection, Purchaser shall visually inspect: (i) that the Goods delivered are fully consistent with the Goods included in the relevant Purchase Order, and (ii) that the Goods appears to be intact and non-damaged.
- Delivery Tests
- 10.3. In order to verify the proper functioning of the Goods and Services delivered, Purchaser will carry out tests ("delivery tests") to make sure that such Goods and Services conform to the requirement specification in the Purchase Order.
- Letter of Non-conformity
- 10.4. Any defects found during the delivery inspection and/or the delivery tests, shall be duly documented and within thirty (30) days from delivery of the Goods and/or Services and be reported to Supplier in writing in the form of a "Letter of Non-conformity". In the event Purchaser does not submit a Letter of Non-conformity, within the time frame stipulated in this Article, the Goods and Services shall be deemed to be subject to Acceptance (hereinafter referred to as "Acceptance").
- 10.5. In the event Purchaser submits a Letter of Non-conformity, Supplier shall, at its own cost and without undue delay remedy any and all defects found. Once all items listed in the Letter of Non-conformity have been rectified and accepted by Purchaser, Purchaser shall within fourteen (14) business days, in writing, acknowledge that fact, and at which time the Goods and Services, as relevant, shall be subject to Acceptance.
- 10.5. Operational use of the Goods and Services prior to carrying out the formal acceptance procedure does in no case replace such formal acceptance procedure and does not constitute an implied declaration of Acceptance.
- 11 Warranties**
- 11.1. Supplier warrants that the Goods and Services, for a period of twelve (12) months from the respective date of Acceptance, shall conform with and perform the functions set forth in the Purchase Order and be free from defects in design, material and workmanship.
- 11.2. In the event that the Goods and/or Services fails to perform as stated in the Purchase Order or is defective in any other way and such non-conformity or defect appear within the warranty period above, Supplier shall at its own expense and without undue delay repair, correct or replace such defective Goods and/or Services.
- 11.3. Supplier warrants, during a period of five (5) years from the date of Acceptance of the first Purchase Order, that Supplier shall make available and provide to Purchaser, Goods and Services that will permit normal expansion as well as spare parts, that are fully compatible with already purchased Goods and Services from Supplier, unless Supplier informs Purchaser by written notice at least six (6) months prior to ceased production of the relevant Goods and/or Services.
- 11.4. Any repaired, corrected or replaced Goods, Services, or Documentation shall be subject to the warranty set forth in this Article either until the expiration of the twelve (12) month period stipulated above or for a period of six (6) months from the repair, correction or replacement, whichever period is longer.
- 11.5. Supplier warrants, during a period of five (5) years from the date of Acceptance of the first Purchase Order, that any Goods and Services purchased for expansions, enhancements or replacements of the Goods and/or Services, shall be fully compatible, without any need for replacements or major corrections, with any Goods and/or Services already purchased from Supplier, unless Supplier informs Purchaser by written notice at least six (6) months prior to ceased production of the relevant Goods and/or Services.
- 12 Support Services**
- 12.1. If any additional Support Services are required these shall be specified in the Purchase Order.
- 12.2. Payments for such support services shall be done monthly in arrears.
- 12.3. In the event that the Support Services in relation to the purchased Goods and/or Services, due to circumstances not attributable to Purchaser, are not executed as agreed in the Purchase Order (e.g. not complying with lead times), Purchaser shall be entitled to reduction of the Support Service fee, as agreed in good faith.
- 13 Indemnification**
- 13.1. The Parties agree to indemnify and hold each other harmless from and against all (i) damage or injury (including death) to property or person belonging to or employed by the other Party, and (ii) liabilities to third parties and all losses incurred in connection with claims by third parties (including without limitation, all losses, claims, demands and damages) resulting from the acts or omissions from the other Party, the other Party's officers, agents, employees or subcontractors in connection with the performance of the Purchase Order.
- 14 Limitation of Liability**
- 14.1. Notwithstanding anything to the contrary in these Terms, neither Party shall be liable to the other Party in connection with these Terms and/or relevant Purchase Order for any indirect damages i.e. loss of production, loss of business, loss of revenue and loss of goodwill.
- 14.2. Article 14.1 shall in no event limit the amounts which may be payable by Supplier under Articles 13 (Indemnification), 16 (Intellectual Property Rights), or by either party as a

- result of a breach of any of the confidentiality obligations set forth in article 15 (Confidentiality).
- 14.3. A Party suffering loss or damages shall take all reasonable measures to mitigate such loss or damage.

15 Confidentiality

- 15.1. The Parties and its staff members shall treat all facts and information which are neither obvious nor accessible by the public in a confidential manner. In case of doubt, the facts and/or information (including oral and visual facts and information) shall be treated as confidential. The Parties may not disclose confidential information to any third party, except as authorized by the original disclosing Party in writing. This obligation to maintain secrecy shall exist prior to the Purchase Order Effective Date and continue until five (5) years after termination/expiration of the contractual relationship. Statutory obligations to disclose information shall be exempted; however, the disclosing Party shall inform the other Party prior to such disclosure.
- 15.2. Supplier's advertising and publication in regard to Purchaser, including using Purchaser as a reference, requires the prior written consent of Purchaser.

16 Intellectual Property Rights

- 16.1. Supplier shall at its own cost settle and/or defend Purchaser against any claims for infringement of third party patents, copyrights, registered designs or any other intellectual property rights by reason of the delivery or proper use of the Goods, results of Services and/or documentation. Supplier shall fully indemnify Purchaser and keep Purchaser fully indemnified against (i) any costs, expenses, damages and/or losses related to any claims for infringement(s) and/or (ii) any final judgement(s) or settlement(s) made by Supplier in relation to any infringement(s) or alleged infringement(s).

17 Force Majeure

- 17.1. Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined hereinafter).
- 17.2. Events of Force Majeure are events beyond the control of a Party or any of its subcontractors and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include war, civil unrest, acts of government, natural disasters, exceptional weather conditions, fire and explosions.
- 17.3. In the event that the delay or non-performance of Supplier continue for a period of one (1) month due to reasons of Force Majeure, either Party shall have a right to terminate the relevant Purchase Order with immediate effect after written notice to the other Party.

18 Governing Law and Settlement of Disputes

- 18.1. The Purchase Order and these Terms shall be subject to the laws of Tanzania.
- 18.2. Any dispute, controversy or claim arising out of or in connection with the Purchase Order and/or these Terms shall be finally settled through arbitration under the Rules of Arbitration of the **TIArb (Tanzania Institute of Arbitrators) Arbitration Rules (2022) as may be amended from time to time.**
- 18.3. The arbitration proceedings shall be held in Dar Es Salaam and will be conducted using the English language.

19 Miscellaneous

- 19.1. Supplier shall provide Purchaser with complete documentation of the Goods and Services (e.g. instructions for use, manual). Purchaser is entitled to reproduce and use the documentation pursuant to the terms and conditions of these Terms.
- 19.2. The Purchase Order and these Terms shall be binding between the Parties and any successor entity into which

either Party shall have been merged or consolidated or to which either Party shall have sold or transferred all or substantially all its assets, but it shall not be otherwise assigned by either Party without the prior written consent of the other Party.

- 19.3. Supplier shall remain responsible to Purchaser for the performance by any subcontractor, as if the undertakings were performed by Supplier itself.
- 19.4. If individual provisions of the Purchase Order or these Terms should be or become invalid, the remaining provisions shall not be affected thereby. The provision which is or has become invalid shall be replaced by a provision which, with respect to its economic purpose, comes as close as possible to the provision being replaced.