

These Customer General Contract ("**CGC**") and the applicable Specific Terms (together the "**Terms**") are applicable between the SUEZ entity designated in the Order ("**SUEZ**") and the Client subscribing to an Offer from SUEZ and to these Terms by signing the Order. If the Client wishes to become distributor of SUEZ's products, he shall sign a separate distribution agreement with SUEZ.

## **1. ORDER OF PRECEDENCE**

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The CGC outlines the general terms applicable to the Order, supplemented by the Specific Terms applicable to the Offer subscribed to by the Client.

The following documents shall govern the relationship between the Parties and, in case of conflict the higher ranking document shall prevail:

- i. The Order
- ii. The Specific Terms
- iii. The CGC
- iv. The Offer

The general terms of the Client are not applicable and are expressly excluded by the Parties.

The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and cancels and supersedes all prior statements, negotiations, communications, and agreements relating to the same subject matter.

## **2. DEFINITIONS**

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Terms beginning with a capital letter, used in the singular or plural, shall have the meaning given to them below:

**Agreement:** means the contract signed between the Parties for the provision of the Services to the Client which integrates all or part of the following documents: the Order, the Specific Terms, the CGC, the Offer.

**Embargo Measures:** means the legal provisions of the United States of America, the European Union, and the countries where the Agreement is executed, in whole or in part, directly or indirectly prohibiting any transaction, including certain imports or exports of goods and/or services, or any other transaction with certain legal entities or natural persons, as well as any similar provisions applicable to SUEZ, the Client, and their direct and indirect shareholders under the applicable law in their country, and/or to which SUEZ, the Client, and their direct and indirect shareholders are subject, pursuant to the regulations of the relevant authorities in said countries.

**End Customer:** means the final customer of the Client, identified in the Order, and exclusively benefiting from the Services for their own professional needs.

**Equipment:** means the physical equipment, devices, accessories, and parts provided by SUEZ to the Client, subject to this Agreement, including any firmware if applicable.

**Export Regulations:** any applicable export control regulations, sanctions, laws, and rules applicable to exports, any Embargo Measures, including those of the European Union, the United States of America, and the countries where the Agreement and/or the Order are performed.

**Offer:** means any offer (in the form of a quotation or otherwise) issued by Suez and identified in an Order, which consists of Software, Software Maintenance Services, Professional Services, Equipment, or a combination of any of the foregoing and any associated documentation.

**Order:** means the document signed by the Parties, which constitutes acceptance by the Client and by SUEZ of the Offer, including the associated financial elements, and which incorporates (directly or by reference) this Agreement.

**Parties:** means both SUEZ and the Client identified in the Order.

**Client:** means the client identified in the Order and primary beneficiary of the Services.

**Professional Services:** means services provided by SUEZ to the Client, subject to the Professional Services Specific Terms pursuant to the applicable Order, excluding Software Maintenance Services. Professional Services may include, but are not limited to the installation, interfacing, configuration, integration and/or customization of the Software, specific developments, and training.

**Services:** means collectively the provision of Software, Maintenance Services, Professional Services,

and/or Equipment (and associated services) stipulated in the applicable Order.

**Software Maintenance Services:** means the services provided by SUEZ to the Client consisting of correcting or providing a workaround for any reproducible anomalies of the Software (provided in On-Premise mode), subject to the Software Maintenance Services Specific Terms pursuant to the applicable Order.

**Software:** means the software modules provided by SUEZ to the Client, subject to the Software Specific Terms pursuant to the applicable Order. It includes the upgrades, the modifications, the design data, associated APIs, as well as scripts, toolkits, libraries, the object code, and the Documentation.

**Specific Terms:** means additional contractual documents that apply to an Offer as attached hereto or set forth or referenced in the CGC and/or the Order, notably regarding the provision of Software, Equipment, Software Maintenance Services, or Professional Services and regarding personal data.

**SUEZ:** means the SUEZ entity identified in the Order.

**Taxes:** means any tax, levy, duty, charge or deduction of a similar nature (including penalties and interest due for non-payment or delay in payment of any such sum), other than those relating to income, turnover and payroll taxes which are imposed on SUEZ by applicable law in relation to it strictly.

### **3. PURPOSE OF THE CUSTOMER GENERAL CONTRACT**

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The CGC provides a framework governing the contractual relations between the Parties for all Orders concluded between the Parties that reference or include these terms.

The Parties agree that the Services benefit, primarily, to the Client. When the Services relate to the provision of a Software, the Client may either (i) make it available to its End Customer subject to compliance with the Software Specific Terms, or (ii) sublicense the Software to its End Customer subject to compliance with the Agreement and as authorized in the applicable Order.

### **4. DURATION**

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The CGC comes into effect from the date of signature of the first Order and, unless terminated earlier, remains in force, unless terminated early for any reason, until the expiration of the last Order.

All Orders shall come into effect from the date of their last signature, for the duration stipulated therein, unless terminated earlier subject to the Agreement.

### **5. FINANCIAL CONDITIONS**

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The price is set forth within the applicable Order. Unless otherwise specified in the applicable Order, the price is indicated in euros, exclusive of tax, and without any discount.

Any travel and accommodation expenses incurred by SUEZ personnel will be invoiced at an additional cost.

In the event that the Client wishes to subscribe to a new Offer, the Parties will enter into a new Order.

Unless otherwise specified in the Order, the applicable prices will increase by 5% on January 1st each year.

The billing address is the address specified within the applicable Order, which also outlines the payment schedule for the Services and the frequency of fee payments. By default, and unless a different frequency is stipulated within the applicable Order, the fees applicable to the Services are non-cancellable and non-refundable. These fees are invoiced as follows: (i) annually for Software provided in SaaS mode and Software Maintenance Services, (ii) in a single instalment for Software provided in On-Premise mode and for Equipment, and (iii) upon provision for Professional Services and services associated with the Equipment, payable in arrears (with the first year calculated on a *pro-rata* basis from the commencement date until the following 31st December).

Unless otherwise agreed between the Parties within the applicable Order, invoices from SUEZ are payable within thirty (30) days from the date of the invoice.

Any late payment will automatically, without prior notice, incur a late payment interest equal to three (3)

times the legal interest rate in France, calculated per day of delay from the due date indicated on the unpaid invoice until the effective payment date, without prejudice to any other contractual and legal rights and remedies SUEZ may have, including notably the right to suspend the provision of unpaid Services until their settlement. A fixed indemnity for recovery costs amounting to forty (40) euros (or any other amount set by applicable regulations) will be due automatically in case of recovery, notwithstanding the reimbursement of actual justified recovery costs.

Without prejudice to any other rights and remedies available to SUEZ, in the event that the scope of the Services subscribed to by the Client within the applicable Order is exceeded, the Client agrees to promptly adjust the applicable fee upon presentation of the corresponding invoice by SUEZ.

The Client shall make all payments under the Contract free of any Taxes, except where Taxes are required by law to be withheld at the source in the Client's country of residence. In such cases, the Client agrees to promptly notify SUEZ of the existence of such Taxes, gather all necessary information, and complete any formalities required to cancel or reduce the applicable Tax. If any Tax must still be withheld under the law of the Client's country of residence, the Client agrees to increase the payment amount such that, after the Tax is deducted, SUEZ receives the same net amount as it would have without the Tax deduction.

The Client also undertakes to compensate SUEZ for any Taxes other than those deducted at source for which SUEZ is liable as a result of the performance of the Contract.

If the Client has subscribed to an offer through an authorized reseller of SUEZ, different conditions regarding invoicing and payment may apply between the Client and the said reseller. In this context, SUEZ may share with the reseller information regarding the usage and consumption of Services by the Client for account management and invoicing purposes.

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## **6. CHANGE REQUESTS**

SUEZ undertakes to treat any request by the Client to change the Service in good faith and to respond to the change request within a reasonable timeframe, including its operational and financial aspects.

If the Parties do not agree on the change request, SUEZ will continue to execute the Services in accordance with the initial conditions.

Change requests accepted by SUEZ will be subject to the Agreement.

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## **7. INTELLECTUAL PROPERTY**

Any intellectual property rights relating to any element developed or acquired by either Party prior to the entry into force of the Agreement or independently, such as patents, trademarks, software, designs and models, know-how, data, and information, whether registered or not, shall remain the exclusive property of that Party.

With the exception of the stipulations under the Specific Terms, the Parties agree that the Agreement do not entail any transfer of ownership of their intellectual property rights or grant any license to the other Party, and that SUEZ remains the holder of the intellectual property rights over the Services.

For the sole purpose of enabling SUEZ to provide the Services to the Client, the Client grants SUEZ a non-exclusive, royalty-free, sub-licensable right, applicable worldwide and solely for the duration of each Order, to access, use, reproduce, represent, store, and adapt its intellectual property rights as well as all data communicated to SUEZ. This license includes all rights necessary to enable SUEZ to provide the Services to the Client.

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## **8. WARRANTY**

SUEZ warrants that it holds all intellectual property rights necessary to enter into this Agreement. Accordingly, SUEZ undertakes, at its discretion and expense, to either defend or settle any demand, claim, or legal proceeding, whether judicial or extrajudicial, brought by a third party against the Client that alleges

the elements provided by SUEZ under the Agreement infringe any intellectual property right.

In such circumstances, SUEZ shall fully indemnify the Client for all expenses (including reasonable legal and defense costs), damages (or settlement amounts where applicable) to which the Client may be liable as determined by a competent court (judicial or arbitral), provided that:

- the Client informs SUEZ, as soon as it becomes aware, of such action;
- the Client agrees to provide SUEZ with all documents and information in its possession, as well as any reasonable assistance required for its defense; and
- the Client grants SUEZ exclusive control over its settlement and/or any resulting litigation, unless agreed otherwise between the Parties and (i) excluding any action brought before criminal courts, for which the Client retains control of its defense; and (ii) excluding any transaction that would impose any obligation, particularly financial, on the Client. In such case the prior written agreement of the Client will be necessary.

SUEZ's foregoing indemnification obligation will not apply if the said claim is solely attributable to: (i) the modification of the elements provided by SUEZ by any party other than SUEZ; (ii) the combination of elements provided by SUEZ with products, data, or processes licensed or procured from a party other than SUEZ; (iii) any unauthorized use of the elements provided by SUEZ; or (iv) any action arising as a result of Client data or any deliverables or components not provided by SUEZ.

The aforementioned provisions constitute the sole and exclusive obligations and liabilities of SUEZ, and the sole and exclusive rights and remedies of the Client in the event of a breach by SUEZ under this warranty.

Apart from the warranties expressly provided for in the Agreement, SUEZ excludes any other express or implied warranty, including any implied warranty of merchantability, fitness for a particular purpose or use, availability, title and/or non-infringement, except for legal warranties for which no valid waiver is possible.

The Client undertakes to obtain all necessary legal, administrative, regulatory and/or contractual authorizations and clearances required for the performance of the Agreement. These authorizations and clearances are the exclusive responsibility of the Client.

To the extent permitted by law, the Client undertakes and warrants that it will comply, at all times and throughout the duration of the Agreement, with all obligations set forth in the Agreement throughout its duration, particularly those pertaining to compliance with laws and regulations, including Embargo Measures, as applicable.

In the event that the Client places an Order for the benefit of an End Customer, the Client warrants to SUEZ that it is authorized under the Agreement with the End Customer to engage SUEZ as a subcontractor. Within this context, the Client retains sole liability towards the End Customer for the complete execution of the Agreement between the Client and the End Customer. The Client is explicitly prohibited from creating any obligation, liability, condition, or warranty binding SUEZ, from entering into contracts or acting on behalf of SUEZ, from waiving any of SUEZ's rights and/or excluding its liability, or from modifying any right, obligation, or agreement of SUEZ stipulated herein in relation to the End Customer.

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## 9. CONFIDENTIALITY

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All information or data, in any form and on any medium whatsoever, disclosed by one of the Parties (hereinafter, the "**Disclosing Party**") to the other Party (hereinafter, the "**Receiving Party**") in connection with the Agreement which is marked as confidential or which may reasonably be understood as confidential by the Receiving Party given the nature of the information disclosed and the circumstances of its disclosure (hereinafter, the "**Confidential Information**") shall be deemed confidential hereunder. The Parties expressly agree that the Agreement and its contents are Confidential Information.

Throughout the duration of the Agreement, the Parties mutually undertake not to use the Confidential Information of the other Party for purposes other than those provided for under the Agreement, nor to disclose such information to third parties without obtaining prior written consent from the Disclosing Party.

Notwithstanding the foregoing, each Party may disclose the Confidential Information of the other Party to its personnel (including representatives, employees, contractors, etc.), consultants, and subcontractors

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**CUSTOMER GENERAL CONTRACT**

to the extent necessary for the performance of the Agreement, provided that they are bound by similar confidentiality obligations. Each Party shall remain responsible for the use of the Confidential Information of the other Party by its personnel, consultants, and/or subcontractors.

Furthermore, each Party may disclose Confidential Information of the other Party to comply with any applicable law, regulation, administrative or judicial authority. Prior to such disclosure, the Receiving Party shall, to the best of its ability, protect the relevant Confidential Information and, if possible, promptly inform the Disclosing Party to allow it a reasonable opportunity to seek a protective order.

The following information and data shall not be considered as Confidential Information:

- information already in the possession of the Receiving Party prior to its disclosure by the Disclosing Party;
- information that is in the public domain prior to its disclosure by the Disclosing Party to the Receiving Party, or becomes publicly available thereafter provided that the Receiving Party is not responsible for its public disclosure.
- information received from a third party in good faith who was not or is not bound by any confidentiality or secrecy obligation towards the Disclosing Party at the time of disclosure to the Receiving Party; or
- information resulting from internal developments undertaken in good faith by members of the Receiving Party's staff who have not previously had access to the Confidential Information disclosed by the Disclosing Party to the Receiving Party and in accordance with the prior contracts concluded between the Parties.

Each Party undertakes to maintain the confidentiality of the Confidential Information received from the other Party and to implement all necessary measures to prevent any unauthorised disclosure.

The confidentiality obligations under this article shall remain in force for a period of five (5) years following the termination of the Agreement, regardless of the reason for termination.

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**10. DATA**

If personal data is processed for the purposes of performing the Agreement, each Party acknowledges that it acts as an independent data controller and agrees to comply with the obligations imposed by applicable law, especially regarding the need to inform the relevant individuals. The Client agrees that it has been informed that SUEZ may, in particular, process personal data for the purposes of managing contact data and customer relations. SUEZ may be required to process personal data on behalf of, and according to the instructions of the Client for the purposes of providing the Services, as a data processor. In this case, SUEZ agrees to process personal data under the conditions defined in the Specific Conditions "Personal Data".

Upon SUEZ's written request, or where applicable, directly, SUEZ may collect information regarding the usage, operation, support, and maintenance of the Services. The Client undertakes to provide or to obtain authorization for SUEZ to use this information for the purpose of supporting, maintaining, monitoring, operating, developing, and enhancing its products and services or enforcing their rights. Such information will be used in aggregate and/or anonymized format to ensure that the Client is not identified or identifiable and will not contain personal data unless otherwise specified in the personal data policy .

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**11. SECURITY**

Each Party undertakes to implement, to the best of its ability, appropriate technical measures to ensure the security of the infrastructures and data exchanged within the scope of the Services. Both Parties will endeavor to uphold the integrity, confidentiality, and availability of the infrastructures and data processed within the scope of the Services, by implementing technical and organizational measures aimed at preventing any fraudulent access or use of the Services and data.

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**12. LIABILITY**

The liability of the Parties shall not be limited in the event of damages arising directly from:

- (i) gross negligence, wilful or intentional misconduct;
- (ii) death or personal injury; or
- (iii) circumstances for which exclusion or limitation of liability is not permitted under applicable law.

Without prejudice to the provisions of the above paragraph, neither Party shall be liable to the other for indirect damages or in the event of loss or corruption of files or Data, loss of revenue or profit, loss of opportunity (excluding payment of fees under the Agreement, which constitutes direct and compensable damage), loss of clientele or potential customers, and/or loss of opportunity, regardless of the cause, even if the Party has been advised of the possibility of such damages.

The total liability of SUEZ with regard to the Client under the Agreement, regardless of the cause of the action, shall under no event exceed an amount equal to the sums actually paid by the Client for the applicable Service during the twelve (12) months preceding the claim. Furthermore, the Client waives any recourse against SUEZ beyond a period of two (2) years after the occurrence of the cause of action. In any event, the Client undertakes to use its best efforts to minimize potential damages that may be suffered by itself, by a third party, or by SUEZ, arising from or in connection with the Services.

The Parties acknowledge that, given their respective rights and obligations and the nature of the Services, the price and this liability clause reflect the allocation of risks and the economic balance of the Agreement as desired by the Parties. The Agreement exhaustively lists all rights and remedies of the Parties in the event of non-performance of the Agreement by the other Party.

Unless expressly stated otherwise in the Order, SUEZ will use its best efforts to comply with its obligations.

SUEZ shall not be held liable for any loss or damage, or for any non-performance or delay in performance, to the extent that such loss, damage, non-performance, or delay is due to:

- (i) a force majeure event as defined herein;
- (ii) an act of the Client (including affiliates, employees, contractors, subcontractors, etc. of the Client);
- (iii) an instruction or information transmitted by the Client; or
- (iv) an act of a third party.

Similarly, SUEZ shall incur no liability or obligation of any kind by relying on or complying with such instructions, approvals, or other information transmitted by the Client.

The Parties expressly agree that any penalty or service credit paid to the Client in the Agreement sets forth Suez's sole liability and the Client's sole and exclusive remedy.

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### **13. TERMINATION**

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In the event of a material breach by one of the Parties of one of its obligations under the Agreement, which remains unremedied for a period of thirty (30) calendar days from the receipt of notice sent by the non-defaulting Party via registered letter with acknowledgment of receipt, the non-defaulting Party may automatically terminate the applicable Order due to the material breach, with immediate effect, and without further formality at the expiration of the aforementioned thirty (30) day period, without prejudice to any other rights it may have.

Client may terminate an Order or all Orders or the Agreement in the following cases: non-compliance with Embargo Measures, breach of confidentiality, violation of the Ethics Charter by SUEZ.

SUEZ may terminate an Order or all Orders or the Agreement in the following cases: non-payment of royalties, non-compliance with the Software usage rights, non-compliance with Embargo Measures, breach of confidentiality, infringement of its intellectual property rights, violation of the Ethics Charter by the Client.

The articles "Confidentiality", "Personal Data", "Liability", "Consequences of Termination", "Reversibility", "Miscellaneous", and "Governing Law - Jurisdiction" shall survive the termination of the Agreement.

In the event of termination of the Agreement or Orders due to a breach by the Client, it is expressly agreed between the Parties that all sums paid shall be retained by SUEZ, which will invoice all remaining fees until the end of the Agreement (or for the current year if the termination occurs after its renewal). If the Agreement are terminated exclusively due to a breach by SUEZ, SUEZ shall reimburse the Client any sums paid in advance for the remaining contractual period as of the effective date of termination.

In the event of expiration or termination of the Agreement or of all or part of the Orders, for any reason whatsoever: (i) the licenses and all other rights granted to the Client under the Agreement or within the scope of the expired or terminated Orders shall automatically terminate; (ii) all Confidential Information provided by either Party to the other under the Agreement or relating to the expired or terminated Orders shall be returned upon the first request of the other Party; (iii) all unpaid fees and charges become immediately due and payable; and (iv) the Client shall destroy all copies of materials provided by SUEZ under the Agreement and provide written attestation that said materials have been destroyed and that the Client does not retain any copies.

In the event of expiration of the Agreement, for any reason whatsoever, SUEZ undertakes, upon the Client's request, to facilitate the Client in recovering all of its data to which SUEZ has had access in the course of performance of these Agreement, in a structured, commonly used and machine-readable format.

In the event of expiration or termination of the Agreement or any or all of the Orders, the Client may request SUEZ to provide a reversibility assistance service to assist in the recovery of service provisions by the Client itself or by any successor provider chosen by the Client, and to allow the Client to retrieve all of its data to which SUEZ has had access in the context of the performance of this Agreement, in a standard, non-proprietary, and readable format, in accordance with the applicable financial conditions. SUEZ will provide a written quote which, if accepted by the Client, shall be subject to a specific order under the Agreement.

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#### **14. FORCE MAJEURE**

In the event of a force majeure event, i.e. any event beyond the control of the Parties, which could not reasonably have been foreseen at the time of the conclusion of the Agreement and whose effects could not be avoided by appropriate measures (including, but not limited to, fires, floods, natural disasters, epidemics, acts of war, disruption of telecommunication or electrical networks, viruses, cyber-attacks, and acts of terrorism) resulting in one of the Parties being temporarily prevented from performing its obligations under this Agreement, the respective obligations of the Parties shall be suspended, and neither Party shall incur liability as a result thereof.

If the force majeure event continues for more than thirty (30) consecutive days, either Party may automatically terminate the Agreement by sending a written notice to the other Party by registered letter with acknowledgment of receipt, and neither Party shall incur liability as a result thereof.

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#### **15. PERSONNEL**

##### ***15.1 Subordination of SUEZ personnel***

SUEZ, in its capacity as employer, is responsible for the administrative, accounting and social management of its employees, who remain under its hierarchical and disciplinary authority in all circumstances. In this regard, each Party declares that it complies with the legal provisions regarding the individuals it employs. Furthermore, SUEZ's collaborators assigned to the performance of the Services remain under the full and exclusive responsibility of SUEZ. SUEZ is solely authorized to provide instructions to its personnel, even if they are working on the Client's premises or on its information system.

##### ***15.2 Personnel satisfaction***

If, at any time, either Party is dissatisfied with the activities of a member of the other Party's personnel, the dissatisfied Party shall immediately notify the other Party with written justification in order to request their replacement. The other Party will decide on the requested replacement (subject to the availability of

personnel in the case of SUEZ) at its reasonable discretion.

### ***15.3 Non-solicitation of personnel***

Each Party waives the right to directly or indirectly solicit or employ any employee of the other Party without the express prior consent of the latter. This waiver is valid for the entire duration of the Agreement and for twelve (12) months following its termination. In the event that either Party breaches this obligation, it undertakes to compensate the other Party by immediately paying, upon simple request, a lump sum equal to twelve (12) times the gross monthly salary of the employee at the time of their departure.

## **16. ETHICS AND EXPORTATION**

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The Ethics Charter and the "Ethical Practices Guide" that SUEZ has committed to adhere to are accessible on its website [www.suez.com](http://www.suez.com) or available upon request at the following address: [ethics@suez.com](mailto:ethics@suez.com).

If the Client has also materialized its commitments to promote ethics and compliance (particularly regarding respect for human rights, health and safety of personnel and third parties, environmental protection, anti-corruption efforts, competition law, and economic sanctions -including Embargo Measures-) through binding rules in its professional activities and relationships with suppliers, customers, and partners, it undertakes to communicate them to SUEZ upon first request and to adhere to them throughout the entire duration of the Agreement.

In the event that the Client does not have binding rules reflecting its commitments to ethics and compliance, it acknowledges having reviewed and adhered to SUEZ's commitments regarding ethics and sustainable development as stipulated in the Ethics Charter and the guide "Ethical Practices" referred to in the first paragraph.

In all cases, the Client represents and warrants to SUEZ that it complies with the standards of international law and national law referenced in these documents, particularly with regard to respect for human rights, health and safety of personnel and third parties, environmental protection, anti-corruption efforts, anti-money laundering, export regulations, taxation, competition law, and economic sanctions. The Client further undertakes to respect, and ensure that its suppliers and subcontractors respect, these same standards in the execution of the Agreement and to take all appropriate measures to ensure their compliance with said standards.

At any time during the duration of the Agreement, SUEZ may request from the Client evidence of compliance with the obligations of this article, including through a compliance audit of the Client and/or its subcontractors. If a breach of this article is found during the audit, SUEZ shall be entitled to claim reimbursement of the audit costs from the Client.

Each Party further undertakes to: (i) promptly notify the other Party upon becoming aware of any event that could constitute a breach or violation of any commitments under this article; (ii) provide the other Party with all necessary assistance and documentation to respond to any request from a duly authorized authority regarding anti-corruption efforts, such as the French Anti-Corruption Agency and its local equivalents.

Any breach of the provisions of this article shall constitute a material breach of the Agreement, allowing SUEZ to suspend the execution of the Agreement and/or the Orders by providing notice to the Client, and/or to terminate the Agreement and/or the Orders by providing prior notification to the Client. Such termination shall take effect upon the expiration of the period indicated in the said notification, which will be determined according to the severity of the breach. Such suspension or termination of the Agreement and/or the Orders shall be deemed to occur exclusively due to the fault of the Client.

Notwithstanding any provision to the contrary in the Agreement, and without prejudice to the paragraph above, the Client shall indemnify SUEZ, its affiliates and their representatives, for all claims, losses, costs, expenditures (including attorney and representation fees), penalties, damages, and other losses and liabilities incurred as a result of any breach by the Client of the provisions of this article, including any

breach by Client of Export Regulations.

## 17. MISCELLANEOUS

The Client is prohibited from transferring the Agreement to a third party (by asset transfer, sale of business, merger, acquisition, change of control, etc.) without the prior express consent of SUEZ.

The Client may only subcontract all or part of the performance of its obligations under the Agreement with the prior written consent of SUEZ. The Client must provide SUEZ with the name, address, and details of the services to be subcontracted to the proposed subcontractor so that SUEZ can give or withhold its consent. In any event, the Client shall remain liable to SUEZ for the proper performance of the obligations carried out by the subcontractor it has chosen. SUEZ may subcontract all or part of the performance of the Services to a subcontractor. However, SUEZ remains liable to the Client for the subcontracted Services.

In the event that one or more provisions herein are considered null, unenforceable, or inapplicable by any competent jurisdiction, the other provisions of this Agreement shall remain valid, enforceable, and binding, unless otherwise determined by such jurisdiction. However, the Parties agree that in such a case, they will negotiate replacement provisions in good faith that will be (i) valid, enforceable, and binding and (ii) consistent with the original intent of the Parties.

The failure of either Party to enforce an obligation by the other Party under this Agreement shall not be interpreted for the future as a waiver of such obligation.

No modification of the Agreement shall be effective unless it is made in writing and signed by both Parties.

## 18. APPLICABLE LAW - JURISDICTION

The Agreement shall be governed by the applicable laws set forth in the table below, without reference to any rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

In the event of a dispute concerning the negotiation, execution, interpretation, and/or termination of the Agreement, the Parties shall attempt to find an amicable solution to their dispute, involving their respective general management. If they fail to do so within thirty (30) days from the date on which the most diligent Party notified the other Party of the dispute, the Parties agree that their dispute shall be subject to the exclusive jurisdictions set out in the table below.

<b>If the SUEZ DIGITAL SOLUTIONS entity mentioned in the Order is located in/at :</b>	<b>The applicable legislation will be :</b>	<b>Any dispute arising out of or in connection with the Agreement shall be :</b>
United Kingdom	the laws of England and Wales	Courts of England and Wales
United States of America	the laws within the state of Illinois	Courts of the state of Illinois
Australia	the laws of the State of South Australia	Courts of the State of South Australia

New Zealand	the laws of New Zealand	Courts of New Zealand
France and the rest of the world	the laws of France	Commercial court of Nanterre, France

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