

These Professional Services Terms aim to define the conditions applicable to the Professional Services provided by SUEZ to the Client and are specified in the applicable Order.

1. DEFINITIONS

Unless otherwise defined in these Professional Services Specific Terms, capitalized terms shall have the meanings set forth in the Agreement. Terms beginning with a capital letter, used in the singular or plural, shall have the meaning given to them below:

Deliverable: means any item (software, documentation, etc.) developed by SUEZ on behalf of the Client as part of the Professional Services.

Agreement: means the Agreement executed by the Parties for the provision of the Services which incorporates all or part of the following documents: the Order, these Specific Terms, the CGC, the Offer.

Major Defect: means, if applicable, a Deliverable that does not comply with the essential acceptance criteria applicable and corresponding to the Deliverable, as defined in the Order.

2. SCOPE OF PROFESSIONAL SERVICES

All Professional Services to be performed by SUEZ, their execution conditions, schedule, and scope are described in the applicable Order.

Unless otherwise specified in the Agreement, the intellectual property rights on any Deliverable (including specific developments) belong exclusively to SUEZ, except for any confidential information of the Client integrated in a Deliverable which remains its property. SUEZ grants to the Client the right to use the Deliverable for its internal professional needs under the conditions and limits stipulated in the Agreement. The Client may be assigned the intellectual property rights on the portion of a Deliverable containing confidential information or prior knowledge of the Client subject to a specific price for this assignment in the Agreement, which is separate from the price of the Professional Services, it being understood that the assignment may not relate to confidential information and prior knowledge of SUEZ.

3. COLLABORATION

The Parties agree to collaborate closely and in good faith.

Each Party will designate a single point of contact responsible for coordinating and implementing the Professional Services.

No governance established by the Parties in an Order shall decide on any modification of the price or commitments of the Parties without the signature of a written amendment.

Each Party must communicate to the other Party all relevant or necessary information for the Professional Services, after verifying that it is complete and accurate.

Each Party undertakes to notify the other Party, as soon as it becomes aware, of any element, event, or act likely to affect the proper execution of the Agreement, take all necessary measures within its power and within its responsibility to remedy it, and monitor the implementation of these measures.

The Client acknowledges and accepts that: (i) the ability to provide the Professional Services and/or the quality of the Deliverables depends on the accuracy and completeness of the Client's information and/or data, (ii) SUEZ may rely on the accuracy and completeness of the Client's information and/or data without any independent research or verification, and (iii) SUEZ shall have no liability in respect of any claim relating to inaccurate or incomplete Client information and/or data that the Client is not entitled to provide to SUEZ (together, the "**Inaccurate Data**"). The Client accepts full liability for any errors resulting from Inaccurate Data.

PROFESSIONAL SERVICES SPECIFIC TERMS

Each Party acknowledges and accepts that this clause benefits both Parties by reasonably defining the limits and responsibilities relating to the use of third-party data in the context of the Orders.

The Client and SUEZ will agree within the Order on a matrix defining the sharing of responsibilities between SUEZ and the Client within the framework of the performance of the Professional Services, based on the "RACI" method.

4. OBLIGATIONS OF SUEZ

All Professional Services to be performed by SUEZ, their conditions of performance, terms, and scope are described in the applicable Order, and SUEZ will make its best efforts to adhere to them under the conditions stipulated in the Agreement.

SUEZ undertakes to ensure that the Professional Services will be carried out by professionals with the skills reasonably required for the said Professional Services.

SUEZ does not provide any legal, tax or accounting advice.

5. OBLIGATIONS OF THE CLIENT

The Client agrees to grant SUEZ (and its subcontractors) access to any installation and workspace to the extent reasonably necessary for the provision of Professional Services.

The Client agrees to make the necessary decisions for the smooth running of the Professional Services and to provide SUEZ with the technical and human resources for the performance of the Professional Services insofar as they are available.

The Client will inform SUEZ of the specific practices and constraints related to its activity at the beginning of the Professional Services.

The Client will obtain the necessary regulatory and/or administrative authorizations required for the needs of the Professional Services.

Where applicable, the Client will provide SUEZ with all the necessary information for the configuration of the Software.

6. ACCEPTANCE

If acceptable criteria are defined in the Agreement, the following acceptance procedure shall apply when Deliverables are subject to acceptance conditions:

- Upon delivery of a completed Deliverable by SUEZ, the Client will have ten (10) days ("**Acceptance Period**") to accept or reject the Deliverable based on the acceptance criteria specified in the Agreement for that Deliverable.
- If the Deliverable meets the acceptance criteria defined in the Agreement, the Client must accept the Deliverable. Acceptance may not be unduly refused by the Client.
- If the Client notifies SUEZ that it has rejected the Deliverable due to a Major Defect, it must provide written justification for its refusal within the aforementioned ten (10) days Acceptance Period. In the event of a justified refusal, a reasonable period will be granted to SUEZ to correct the relevant Deliverable.
- If the Client does not expressly reject the Deliverable during this Acceptance Period or if the Client's reason for refusal is not objectively acceptable to SUEZ, the said Deliverable will be considered accepted at the end of said period.
- Any use of a Deliverable by the Client will constitute acceptance of the Deliverable.
- If no acceptance criteria are defined in the Order, the said Deliverable will be deemed accepted upon delivery to the Client.

7. SCHEDULE

The Order may define an estimated schedule for the execution of Professional Services as well as the allocation of responsibilities of each Party in this respect. In this context, the Client undertakes to complete the tasks assigned to it within the specified deadlines and to actively and regularly collaborate with SUEZ. The Parties agree that an extension of the deadline for the execution of Professional Services will be granted to SUEZ in case of impossibility to meet the deadlines due to the Client or a force majeure event. The Parties further agree that the deadlines stipulated in the schedule are indicative only and without warranty of any kind. Exceeding these deadlines by SUEZ cannot give rise to any withholding or compensation of any kind.

8. WARRANTY

The provisions of this article complement Article "Warranty" of the Main Agreement for the Professional Services.

SUEZ warrants that the Deliverables resulting from the Professional Services will substantially comply with the characteristics and functionalities described in the agreed specifications for a period of ninety (90) days from the date on which the Deliverable is made available. If it is established that SUEZ has failed to meet this warranty obligation, following notification to this effect from the Client as outlined below, SUEZ may, at its discretion and expense: (i) modify or correct the Deliverable, or (ii) replace the Deliverable.

If, despite commercially reasonable efforts to do so, SUEZ is unable to implement the aforementioned measures, either Party may terminate the relevant Order, and SUEZ shall refund the Client's prepaid fees, if applicable, on a *pro rata* basis for the non-use of the Deliverable from the date of termination.

In order to benefit from this warranty and its associated remedies, the Client agrees to notify SUEZ in writing, providing all the details considered to be reasonably necessary, of the alleged breach within ten (10) days of its occurrence.

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