These Software Maintenance Terms aim to define the terms applicable to the Software Maintenance Services provided by SUEZ to the Client and stipulated within the applicable Order. The maintenance terms outlined herein are applicable when the Client buys maintenance services for Software On-Premises and do not apply to hardware.

1. DEFINITIONS

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

Agreement: means the agreement executed by the Parties for the provision of Services to the Client which incorporates all or part of the following documents: the Order, these Specific Terms, the CGC, the Offer.
Location: means the location(s) on which Software Maintenance Services are provided to the Client or the End-Customer(s), as defined in the Agreement.
Updates: means the functional and technical modifications, error corrections, enhancements relating to existing functionalities carried out within the scope of the Software Maintenance Services.

2. SCOPE OF SOFTWARE MAINTENANCE SERVICES

2.1 General provisions

All Software Maintenance 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 comply with them under the conditions described in the Agreement.

2.2 Service level agreements

During the duration stipulated in the applicable Order, SUEZ undertakes to adhere to the service level agreements applicable to the Software Maintenance Services, as defined in the Agreement.

3. OBLIGATIONS OF THE CLIENT

The Client undertakes to make the necessary decisions for the proper performance of the Software Maintenance Services and to provide SUEZ with the technical and human resources required for the performance of the Software Maintenance Services to the extent of their availability.

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

The Client will obtain the necessary regulatory and/or administrative authorizations for the purposes of the Software Maintenance Services.

SUEZ agrees to provide to the Client the level of support subscribed in the Agreement. The End Customer buys the Software Maintenance Services from the Client.

4. UPDATES

General

The Client has the right to use the Updates under the same conditions as the Software, in accordance with the Specific Software Terms applicable between the Parties. This right of use does not entail any transfer of ownership or waiver of the rights held by SUEZ on the Updates.

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General