

These Software Specific Terms aim to define the conditions applicable to the Software (in SaaS or On-Premise mode) provided by SUEZ to the Client and stipulated within the applicable Order.

1. DEFINITIONS

Unless otherwise defined in these Software 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:

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 Customer General Contract, the Offer.

Content: means any information, data, document, and, in general, any content uploaded to the Software by the Client, the End Customer or the Users as the case may be and under their sole responsibility.

Documentation: means the documentation describing the characteristics, functionalities and conditions of the Software.

Information System: means the entirety of the Client's hardware, software, and network resources, under their own responsibility.

Rights: means the rights of use applicable to a Software that vary depending on the mode of its provision (SaaS or On-Premise License), as stipulated in the relevant Order, including but not limited to user types, license types, number of licenses, applicable metrics, prerequisites, restrictions, service levels, and any potential warranties.

Upgrade: means the provision of updates and new versions of the Software.

Users: means the persons authorized by the Client (members of its staff, of its affiliated companies, of its subcontractors, of its contractors acting on behalf of the Client or of the End Customer) to use the Software.

2. SCOPE OF THE LICENCE

2.1 Rights of use

When the Software is made available to the Client in On-Premise mode, and/or in SaaS (*Software as a Service*) mode, as stipulated in the applicable Order, SUEZ grants the Client, in consideration of the payment of the fees specified in the applicable Order, a non-exclusive, non-transferable right to use the Software and Documentation for the Client's internal professional needs (including the ability to sublicense the use rights on the Software to its End Customer under the conditions and limits provided herein), for the duration defined in the applicable Order, within the limits of the Rights specified in the Order and subject to the terms and conditions defined herein.

Unless otherwise specified in the applicable Order, it is agreed that the right use is granted by SUEZ to the Client (i) for the entire world when the Software is made available to the Client in SaaS mode, and (ii) for the geographical area where the project is performed when the Software is made available to the Client in On-Premise mode.

In order to sublicense the Software to End Customer, the Client must ensure that End Customer agrees to licensing terms and conditions governing the use of Software, a copy of which can be found on SUEZ's website (link to Software Terms for End-Customer: <https://www.suez.com/en/group/about-us/digital-solutions/terms-and-conditions-of-sale>). Alternatively, instead of using the Software Terms for End-Customer, and with the prior written consent of SUEZ, the Client may use its own contract, which conditions shall not be less protective nor less restrictive than the Agreement and the Terms hereabove.

2.2 Users

The number and categories of Users authorized to use a Software are specified in each Order, along with their respective Rights.

The Client undertakes to ensure that Users use the Software in accordance with the Agreement and the Documentation. In this respect, the Client warrants that Users will comply with the Software's terms of use and the terms of the Agreement. Users should, given their functions and profile, not be likely to misappropriate the Software or use it for malicious purposes. It is understood that, in any case, the use of the Software is under the sole liability of the Client.

The Client shall immediately notify SUEZ in writing upon becoming aware of any unauthorized use of the Software by a third party and take all reasonable measures to cease such unauthorized use.

2.3 Prohibitions

Subject to the express authorizations granted in the Agreement, the Client and its Users undertake not to:

- use the Software for purposes other than those strictly provided within the Agreement, including providing services to third parties (for example, as a service bureau or shared services centre), circumvent or disable any functionality or security or technical measure of the Software, or transmit viruses, worms, Trojan horses, or any other malicious software that may harm the Software, SUEZ, or any other user;
- modify, adapt, alter, translate, or create derivative works from the Software or any component thereof;
- sublicense (with the exception of the right to sublicense the rights to use the Software to its End Customer under the conditions and limits provided herein), expose, sell, allow part-time use ("time-sharing"), rent, lend or otherwise transfer the Software to a third party;
- reverse engineer, decompile, disassemble, or attempt to obtain the source code of the Software, except to the extent permitted by applicable law;
- allow any person other than the Users to use the Software, with the Client being responsible for the use of the Software;
- interfere with or disrupt the performance of the Software (for example, through penetration testing);
- correct errors, defects, and any other anomalies in the Software;
- violate the legitimate interests of SUEZ and/or its licensors, particularly their intellectual property rights and other rights relating to or connected with the Software;
- remove or modify the trademark, logo, or any other distinctive sign of SUEZ contained in the Software.

The Client expressly warrants that it has all the rights and powers to use the Services.

The devices, equipment, software, and information that the Client uses and/or provides in the provision of the Services must meet all prerequisites communicated by SUEZ. In any case, the Client undertakes to respect the specifications communicated by SUEZ during the duration of the Agreement.

2.4 Maintenance

Unless otherwise specified in the Agreement, SUEZ reserves the exclusive right to maintain the Software, in accordance with applicable law. Furthermore, SUEZ discretionarily decides on the Upgrades of the Software, provided that it does not result in any substantial functional regression for the Client.

2.5 Compliance

During the term of any Order, the Client shall implement the systems and procedures provided by SUEZ to ensure that the Client complies with these Specific Conditions (including the number of licenses

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installed) and undertakes to provide SUEZ with an exhaustive declarative audit report at the latter's first request.

SUEZ and/or its independent auditors, may, upon ten (10) days' notice and at reasonable times, audit Client's compliance with these Specific Terms. Client shall, at no cost for SUEZ, (i) provide any assistance reasonable requested by SUEZ or its designee in conducting any such audit and (ii) make requested systems, personnel, records, and information available to SUEZ or its designee to facilitate the timely completion of such audit.

Client shall promptly cure any noncompliance, and if the audit reveals Client's noncompliance exceeds 5% of its entitlement, Client shall reimburse SUEZ for the reasonable costs and expenses of the audit.

If SUEZ believes, in good faith and on the basis of credible information that there has been a breach by a End Customer of these license terms, Client hereby agrees and commits to (i) take any reasonably required legal action against such End Customer, and/or (ii) provide full cooperation to SUEZ in the event SUEZ wishes to take legal action against such End-Customer. Such cooperation will include that Client provides SUEZ with a copy of the signed agreement between Client and End Customer showing End Customer's acceptance of the required license terms.

3. SPECIFIC TERMS IF THE SOFTWARE IS MADE AVAILABLE IN ON-PREMISE MODE

The provisions of this article apply to all Software made available to the Client in On-Premise mode, as specified in the applicable Order.

The Software is provided in object code only, unless otherwise specified in the Agreement. All modifications and improvements to the Software, including all intellectual property rights or work derived from the Software, shall be deemed the property of SUEZ and transferred by the Client to SUEZ.

4. SPECIFIC TERMS IF THE SOFTWARE IS MADE AVAILABLE IN SAAS MODE

The provisions of this article apply to all Software made available to the Client in SaaS mode, as specified in the applicable Order.

4.1 Availability

SUEZ will ensure the availability of the Software under the terms described in the Agreement. It is the responsibility of the Client to choose the necessary communication networks to enable the Software to be used by the Users. As SUEZ does not provide access to networks, it cannot be held responsible for interruptions related to networks.

4.2 Service Level Agreements

During the duration specified in the applicable Order, SUEZ undertakes to adhere to the service level agreements applicable to the Software provided in SaaS mode, as defined in the Agreement.

4.3 Upgrades

At any time and at its sole discretion, SUEZ may modify the content, features, and user interfaces of the Software. SUEZ will make its best efforts to inform the Client, by any means, prior to implementation, of any major planned modifications to the Software that, according to SUEZ, would have a negative functional impact on the Client's use of the Services. During the entire duration specified in the Agreement, SUEZ undertakes not to substantially reduce the functionalities of the Software.

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If SUEZ elects to discontinue production or supply of any of the Software, or to substantially amend the operational design or specifications (form, fit, function, maintenance etc.) of any of the Software, SUEZ shall: (i) provide to the Client no less than six (6) months advance notice of its intention to do so; and (ii) continue to produce and/or to make available for the duration of the current Order all appropriate replacements, of equivalent quality and similar price, for the existing Software, subject always to their availability in the market.

4.4 Content

The Client represents and warrants that it holds all the rights (including intellectual property rights) necessary to use Content in connection with the Software. Consequently, SUEZ may not be held liable in the event of non-conformity or violation of the Content of any applicable laws and/or regulations, public order, good moral standards, third-party rights (of any nature) or the Client's own needs.

The Client is solely responsible – and warrants SUEZ in the event of a claim for the quality, legality, relevance, and non-prejudicial nature towards third parties and/or SUEZ of the Content. In this context, without prejudice to any other right and/or remedy available to SUEZ, the Client undertakes to defend, indemnify and hold SUEZ harmless against any legal action or claim alleging that the Content violates any applicable laws and/or regulations or infringes upon the rights (including intellectual property rights) of third parties.

SUEZ reserves the right to immediately suspend, without notice or compensation, the Client's use of the Software in the event of non-compliance with the Agreement or a threat to the integrity of SUEZ's infrastructures. Furthermore, SUEZ reserves the right to delete any Content on the Software that likely infringes third-party rights or violates any applicable laws and/or regulations, or constitutes a threat to the integrity and/or security of the Software.

The Client undertakes to implement appropriate technical measures to ensure the security of the Content and to regularly perform backups.

The Client grants to SUEZ, for the duration specified in the applicable Order, the right to access and use the Content worldwide for the purpose of fulfilling its obligations under the Agreement. In addition, the Client accepts that SUEZ may use the usage data of the Services in an anonymized manner for statistical analysis and/or research and development of products and/or services (including the Services, such as the Software) offered by SUEZ.

5. THIRD-PARTY SOFTWARE

The Software may incorporate or be distributed with third-party software (including any open-source software), exclusively subject to the provisions, conditions, limitations, and exclusions set forth in specific licenses ("**Third-Party Licenses**"). The distribution, by SUEZ, of third-party software where applicable integrated into or associated with any Software is governed by such Third-Party Licenses and under no circumstances subject to the Agreement. If they exist, the Third-Party Licenses pertaining to any third-party software will be provided to the Client or accessible in the documentation relating to the third-party software. The Client must refer to these Third-Party Licenses to know and enforce the warranties and conditions relating to the third-party software. Notwithstanding any contrary provision in the Agreement, SUEZ shall not incur any liability for damages arising from a claim based on or related to third-party software, irrespective of the basis.

6. WARRANTY

The provisions of this article complement Article "Warranty" of the Agreement for the Software.

6.1 Non-infringement

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If, following any demand, claim, or legal or extrajudicial proceeding initiated by a third party against the Client concerning the Software, SUEZ acknowledges that the disputed component of the Software infringes upon third-party rights, SUEZ may, at its discretion and expense: (i) modify the component in question to render the Software non-infringing, (ii) replace the infringing component with a non-infringing component possessing substantially equivalent functionalities, (iii) obtain the necessary rights to allow the Client to continue using the Software in accordance with the terms of the Agreement.

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

Notwithstanding any contrary provision, SUEZ shall have no obligation to defend and indemnify the Client if the demand, claim, or proceeding arises from the use, combination, modification, adaptation, or exploitation of Software that does not comply with the Documentation, the Agreement, or is not expressly authorized in advance by SUEZ.

6.2 Specific warranties when the Software is made available in On-Premise mode

SUEZ warrants that the Software will function substantially in accordance with the characteristics and functionalities described in the Documentation for a period of ninety (90) days from the date on which the Software is made available. If it is established that SUEZ has failed to meet this warranty obligation, upon notification from the Client as outlined below, SUEZ may, at its discretion and expense: (i) modify or correct the Software, or (ii) replace the Software.

If, despite commercially reasonable efforts, SUEZ is unable to implement the aforementioned measures, either Party may terminate the relevant Order, where applicable, in part for the Software concerned, and SUEZ shall refund the Client's prepaid fees, if applicable, on a *pro rata* basis for the unused Software from the date of termination.

This warranty and its associated remedies are subject to the Client notifying 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.

6.3 Specific warranties when the Software is made available in SaaS mode

SUEZ warrants that the Software will function substantially in accordance with the characteristics and functionalities described in the Documentation for the duration specified in the applicable Order. If it is established that SUEZ has not fulfilled this warranty obligation, following notification from the Client as outlined below, SUEZ may, at its discretion and expense: (i) modify or correct the Software, or (ii) replace the Software.

If, despite commercially reasonable efforts, SUEZ is unable to implement the aforementioned measures, either Party may terminate the relevant Order, where applicable, in part for the Software concerned, and SUEZ shall refund the Client's prepaid fees, if applicable, on a *pro rata* basis for the unused Software from the date of termination.

This warranty and its associated remedies are subject to the Client notifying 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.

6.4 Exclusion

The Client acknowledges that the Software may contain defects, errors, or bugs, including those related to security vulnerabilities, and therefore SUEZ does not offer any warranty in this regard. In such cases, SUEZ

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will provide the services indicated in the Agreement.

The foregoing warranties shall not apply: (i) if the Software is modified by any party other than SUEZ, but solely to the extent the alleged infringement is related to such modification; (ii) if the Software is combined with other non-SUEZ products, applications, or processes not authorized in writing by SUEZ, but solely to the extent the alleged infringement is related to such combination; (iii) to the extent the claim arises in connection with any unauthorized use of the Software, or use that is not in compliance with any applicable laws, regulations, and/or Documentation; (iv) to any third party products, processes or materials that are not provided by SUEZ; or (v) to any claims arising as a result of the content of the Content.

7. FEEDBACK

The Client may, at its sole discretion, provide SUEZ with its opinions, comments, or suggestions regarding the Software (collectively referred to as "**Feedback**"). The Client grants SUEZ a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license, with the right to sublicense at multiple levels, to use, publish, disclose, display, copy, perform, have performed, use, modify, create derivative works, distribute, sell, offer for sale, and otherwise exploit the Feedback, regardless of the medium chosen.
