
SOFTWARE TERMS FOR END CUSTOMER

These Software Terms for End Customer (the “**Software Terms**”) govern the use of SUEZ DIGITAL SOLUTIONS' software. The use of the Software implies automatically the acceptance of the following terms and conditions which prevail over any other contractual documents, including the Agreement (as defined below).

1. DEFINITIONS

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

Agreement: means the contractual documents that apply between End Customer and Licensor.

Content: means any information, data, document, and, in general, any content uploaded to the Software by 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.

Editor: means the editor of the Software, Suez Digital Solutions.

End Customer: means an individual or legal entity benefiting from the Rights granted by Licensor under these Software Terms.

Licensor: means the entity authorized by the Editor to license the Software to the End Customer.

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

Software: means the software licensed to the End Customer and made available by the Licensor, which includes updates, modifications, design data. The Software includes the associated APIs, as well as scripts, toolkits, libraries, the object code, and the Documentation.

Territory: means for the Software in SaaS mode the entire world, and for the Software in On Premise mode the geographical area where the project is performed.

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

Users: means the persons authorised by the End Customer (including members of its staff, of its affiliated companies, of its subcontractors, of its contractors) to use the Software.

2. SCOPE OF THE LICENCE

2.1 Rights of use

When the Software is made available to the End Customer in On-Premise mode, and/or in SaaS (*Software as a Service*) mode, as stipulated in the Agreement, Licensor grants the End Customer, in consideration of the payment of the fees specified in the Agreement, a non-exclusive, non-transferable right to use the Software and Documentation for the End Customer's internal professional needs, for the duration and within the Territories or project defined in the Agreement, within the limits of the Rights specified in the Agreement and subject to the terms and conditions defined herein.

2.2 Users

The number and categories of Users authorised to use a Software are specified in the Agreement, along with their respective Rights.

The End Customer undertakes to ensure that Users use the Software in accordance with the Agreement and the Documentation. In this respect, the End Customer warrants that Users will comply with these Software Terms of use and the terms of the Agreement. Users should, *a priori* and given their functions and

SOFTWARE TERMS FOR END CUSTOMER

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 End Customer.

The End Customer shall immediately notify Licensor in writing upon becoming aware of any unauthorised use of the Software by its Users or any third party and take all reasonable measures to cease such unauthorised use.

2.3 Prohibitions

Subject to the express authorisations granted in the Agreement, the End Customer 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, Licensor, or any other user;
- modify, adapt, alter, translate, or create derivative works from the Software or any component thereof;
- sublicense, 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 End Customer 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 Licensor and/or its Suppliers, 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 Licensor and/or the Editor contained in the Software.

The End Customer expressly warrants that it has all the rights and powers to use the Software.

The devices, equipment, software, and information that the End Customer uses and/or provides in relation to its use of the Software must meet all prerequisites communicated by Licensor. In any case, the End Customer undertakes to respect the specifications communicated by Licensor during the duration of the Agreement.

2.4 Maintenance

Unless otherwise specified in the Agreement, Licensor and/or the Editor reserve(s) the exclusive right to maintain the Software, in accordance with applicable law. Furthermore, Licensor and/or Editor discretionarily decides on any Upgrade to the Software, provided that it does not result in any substantial functional regression of the Software.

2.5 Compliance

During the term of the Agreement, Licensor and/or Editor and/or its independent auditors (hereafter the **"Auditors"**), may, upon ten (10) days' notice and at reasonable times, audit End Customer's compliance

SOFTWARE TERMS FOR END CUSTOMER

with these Software Terms. End Customer shall, at no additional cost, (i) provide any assistance reasonably requested by the Auditors in conducting any such audit and (ii) make requested systems, personnel, records, and information available to the Auditors to facilitate the timely completion of such audit. End Customer shall promptly cure any noncompliance, and if the audit reveals that End Customer's noncompliance exceeds 5% of its entitlement, End Customer shall reimburse the reasonable costs and expenses of the audit incurred by the Auditors.

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 End Customer in On-Premise mode, as specified in the Agreement.

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

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 End Customer in SaaS mode, as specified in the Agreement.

4.1 Availability

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

4.2 Service Level Agreements

For the duration specified in the Agreement, Licensor undertakes to adhere to the service level agreements applicable to the Software provided in SaaS mode, as defined in the Agreement, if applicable.

4.3 Upgrades

At any time and at its sole discretion, the Editor may modify the Software, the features and user interfaces of the Software, subject to informing the End Customer, by any means, prior to implementation, of any major planned modifications to the Software that would have a negative functional impact on the End Customer's use of the Software. During the entire duration specified in the Agreement, the Editor undertakes not to substantially reduce the functionalities of the Software.

4.4 Content

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

SOFTWARE TERMS FOR END CUSTOMER

The End Customer is solely responsible – and warrants Licensor and the Editor in the event of a claim for the quality, legality, relevance, and non-prejudicial nature of the Content towards third parties and/or Licensor and/or the Editor. In this context, without prejudice to any other right and/or remedy available to Licensor, the End Customer undertakes to defend, indemnify and hold Licensor and the Editor 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.

Licensor and/or Editor reserve(s) the right to immediately suspend, without notice or compensation, the End Customer's use of the Software in the event of non-compliance with the Agreement and/or these Software Terms or a threat to the integrity of Licensor's and/or Editor's infrastructures. Furthermore, Licensor 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 End Customer undertakes to implement appropriate technical measures to ensure the security of the Content and to regularly perform backups.

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

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 licences ("**Third-party Licenses**"). The distribution of third-party software by Licensor, if any, integrated into or associated with any Software is governed by such Third-party Licenses and under no circumstances by these Software terms. When they exist, the Third-party Licenses pertaining to any third-party software will be provided to the End Customer or accessible in the documentation relating to the third-party software. The End Customer must refer to these Third-party Licenses to know and enforce the warranties and conditions relating to third-party software. Notwithstanding any contrary provision in the Agreement, Licensor and Editor 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

6.1 *Non-infringement*

If, following any demand, claim, or legal or extrajudicial proceeding initiated by a third party against the End Customer concerning the Software, Licensor acknowledges after approval by the Editor that the disputed component of the Software infringes upon third-party rights, Editor 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 End Customer to continue using the Software in accordance with the terms of the Agreement.

If, despite commercially reasonable efforts, Licensor is unable to implement the aforementioned measures, either party may terminate the Agreement, and Licensor shall refund the End Customer's prepaid fees, if applicable, on a pro rata basis for the unused Software from the date of termination.

SOFTWARE TERMS FOR END CUSTOMER

Notwithstanding any contrary provision, Licensor shall have no obligation to defend and indemnify the End Customer 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 authorised in advance by Licensor.

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

Editor 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 a substantial malfunction of the Software covered by this warranty is established, upon notification from the End Customer directly to the Licensor, as outlined below, Editor may, at its discretion and expense: (i) modify or correct the Software, or (ii) replace the Software.

If, despite commercially reasonable efforts, Licensor is unable to implement the aforementioned measures, either party may terminate the Agreement, where applicable, in part for the Software concerned, and Licensor shall refund the End Customer'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 End Customer notifying Licensor 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 Licensor and Editor, and the sole and exclusive remedies of the End Customer.

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

Editor warrants that the Software will function substantially in accordance with the characteristics and functionalities described in the Documentation for the duration specified in the Agreement. If a substantial malfunction of the Software covered by this warranty is established, following notification from the End Customer directly to the Licensor, as outlined below, Editor may, at its discretion and expense: (i) modify or correct the Software, or (ii) replace the Software.

If, despite commercially reasonable efforts, Licensor is unable to implement the aforementioned measures, either party may terminate the Agreement, where applicable, in part for the Software concerned, and Licensor shall refund the End Customer'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 End Customer notifying Licensor 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 Licensor and Editor, and the sole and exclusive remedies of the End Customer.

6.4 Exclusion

The End Customer acknowledges that the Software may contain defects, errors, or bugs, including those related to security vulnerabilities, and therefore no warranty is given in this regard.

The foregoing warranties shall not apply: (1) if the Software is modified by any party other than Licensor and/or Editor, but solely to the extent the alleged infringement is related to such modification; (2) if the Software is combined with other products, applications or processes which are not provided by Licensor and/or Editor, nor authorized in writing by Licensor and/or Editor, but solely to the extent the alleged infringement is related to such combination; (3) 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,

SOFTWARE TERMS FOR END CUSTOMER

and/or Documentation; (4) to any third party products, processes or materials that are not provided by Licensor and/or Editor; or (5) to any claims arising as a result of the content of the Content.

7. FEEDBACK

The End Customer may, at its sole discretion, provide with its opinions, comments, or suggestions regarding the Software (collectively referred to as "**Feedback**"). The End Customer grants Licensor and Editor a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free licence, 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.

8. EDITOR INTERACTIONS

End Customer agrees that it is herein purchasing the Right to use one or more Software(s) pursuant to the Agreement and Software Terms. As such, End Customer acknowledges and agrees that with respect to each Software: (a) the Agreement and these Software Terms are between End Customer and Licensor, and not with the Editor (or their affiliates/subsidiaries or any other third party) in any event or circumstance; (b) Licensor shall be solely responsible/liable to End Customer with respect to Software(s) on the terms and subject to the Agreement and these Software Terms; (c) Editor has no obligation to (i) provide Software(s) to End Customer, (ii) provide any maintenance/support services for a Software(s) to End Customer, or (iii) otherwise handle any warranty claim or other complaint or otherwise address or resolve any claim or dispute of any kind or nature that End Customer may have related to Software(s), or End Customer's purchase of Software(s) under the Software Terms; and (d) End Customer will not assert, make, or file any claim, demand, or cause of action against Editor with respect to the Agreement, these Software Terms or a Software(s), for any reason or legal grounds whatsoever.
