

HUBGRADE™
GENERAL TERMS AND CONDITIONS OF SERVICE

The present HUBGRADE™ General Terms and Conditions of Service (as defined hereinafter) are entered into by and between the Veolia Water Technologies Business Unit (as defined hereinafter) and the Customer (as defined hereinafter) and are effective as of the date specified as such in the Proposal or otherwise agreed upon in writing by the Parties (hereinafter the “**Effective Date**”). Any acceptance of any Proposal by the Customer implies acceptance of the present HUBGRADE™ General Terms and Conditions of Service and of any applicable HUBGRADE™ Specific Terms and Conditions of Service (subject to the Modules actually subscribed to).

1. DEFINITIONS

“**Affiliate**”: means with respect to a Party any legal entity, partnership, joint venture, equity company or other type of company, including in particular any and all subsidiaries which, directly or indirectly, controls a party and/or is under the control of a party and/or is under the control of the ultimate parent company of one party, and “control” shall mean the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

“**Agreement**”: means the agreement as entered between VWT and the Customer as of the Effective Date for the performance of the Services and composed of the contractual documents further listed in Article 3. It may also be herein referred to as the “VWT Business Unit Agreement”.

“**Bank of Hours**” means, unless otherwise set forth in the Proposal, a system whereby VWT and the Customer create a kind of account in which the worked hours (or consumed hours) are recorded against an offered quota of hours and credited as follows. If any quota of hours offered by VWT is not fully consumed by the Customer in any given period of time, the account of the latter is credited for any such non-consumed hours for the next period of time; if the Customer has consumed more than offered in its quota of hours, any hour consumed in excess of

any such quota will be debited to such an account..

“**Business Hours**”: means in relation to the VWT Business Unit the hours of 9:00 A.M. to 5:00 P.M., Monday through Friday (holidays excepted).

“**Confidential Information**”: all confidential information, howsoever recorded, preserved or disclosed, disclosed by a Party to the other Party after the Effective Date including but not limited to (a) any information that would be regarded as confidential by a reasonable business person relating to (i) the business, affairs, customers, clients, suppliers, plans of the disclosing Party or of the disclosing Party's group of companies; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party or of the disclosing Party's group of companies; and (b) any information or analysis derived from any such confidential Information.

“**Connectivity Solution**”: means the hardware(s) and/or software solution(s), either set up by VWT or the Customer, which is necessary for any collection of Equipment Data, transfer thereof to the HUBGRADE™ Platform and making any Equipment Data available in return to the Equipment as the case may be in order to perform the Services (subject to subscription of the relevant Modules by the Customer).

“**Customer**”: means the legal entity (as further identified in the Proposal) which enters the Agreement as the counterpart of the Veolia Water Technologies Business Unit; it may also be hereinafter referred to individually as a “Party” and together with the Veolia Water Technologies Business Unit as the “Parties”.

“**Deliverable**”: means any tangible creation developed as a result of or in connection with the Services and provided to the Customer as part of the Services, such as data sets, documents, images, photographs, graphics, videos, manuals, visuals, models, Reports, including their supporting documentation, whatever they may be.

“**Effective Date**”: has the meaning ascribed to such expression hereinabove.

“**Equipment**”: means any equipment, water treatment system (or wastewater treatment plant specifically for the sake of the Performance/Plant Module), including but not limited to water, effluent, wastewater, sludge, biogas, product recovery or odour systems or equipment, together with the related sensors as the case may be, of the Customer within any relevant Service Area, as may be further referred to and described in the Proposal, which will be serviced in any manner pursuant to the Agreement.

“**Equipment Data**”: means (i) any data and/or meta-data collected from the Equipment by the Connectivity Solution and transmitted to the HUBGRADE™ Platform or uploaded by the Customer to the HUBGRADE™ Platform in the context of using the Services and as the case may be any data made available in return to the Equipment, and (ii) any data contained in any Deliverable which is originated from the raw data of the Equipment either in using the HUBGRADE™ Platform or performing the Services and which may include man-made observations and interpretation data.

“**Expertise Data**”: means any data which has not been collected via the Connectivity Solution and originates either from the public domain or the anonymization of other customers’ data and which is provided by VWT to the Customer in the course of performing the Services.

“**HUBGRADE™ Assist**” or “**Assist**”: means a Module (as may evolve from time to time) aiming to provide customized, comprehensive and data-driven technical support to customers by understanding their specific needs and therefore unlocking potential to generate additional revenue. It encompasses both human to human and digital to human interactions. Its Core mode (as defined in the Assist Specific Terms and Conditions) deliver access to the following services: rationalization and interpretation of generated alarms and notifications, formulation of smarter Key Performance Indicators (KPIs), adapt and reformulate the initially set KPIs to adapt to the changing reality of plant aging and plant

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operations; recommendations for future operation based on the generated automatic reports and leveraging Veolia Technical expertise to enhance operational excellence through digitalization; while its Extended and Booster modes (as defined in the Assist Specific Terms and Conditions) may also offer: training and mentoring through elearning tools; augmented reality and/or expert forums (access to expertise out of hours), participation to user group exchanges and events, etc.

Subscription to the Assist Module is subject to agreement to the HUBGRADE™ Assist Specific Terms and Conditions.

“HUBGRADE™ Essential” or **“Essential”**: means a Module (as may evolve from time to time) consisting of a customer digital portal for administration and/or remote monitoring of connected Equipment, allowing access to captured data on Equipment, facilitating the comparative analysis of parameters, providing alarm management feature for Equipment events, maintaining site-specific and Equipment-specific document management, handling team management, providing features to manage servicing on-site, giving access to service reports and sales information.

Subscription to the Essential Module is subject to agreement to the HUBGRADE™ Essential Specific Terms and Conditions.

“HUBGRADE™ General Terms and Conditions of Service” or **“HUBGRADE™ General Terms and Conditions”**: means the present document that provides for the general terms and conditions applicable to any Services to be performed by the Veolia Water Technologies Business Unit pursuant to the Agreement, whichever Module(s) the Customer has subscribed to.

“HUBGRADE™ Performance Insight Module” or **“Insight Module”**: means a Module (as may evolve from time to time) which enables for any Equipment faster and more evidence-based decision making, delivers holistic visibility of the operations and processes by providing the users with different levels of analytics and

recommendations, leveraging the plant process, operation and financial data. Subscription to the Insight Module is subject to agreement to the HUBGRADE™ Performance - Insight Module Service Specific Terms and Conditions.

“HUBGRADE™ Performance Plant Module” or **“Plant Module”**: means a Module (as may evolve from time to time) which consists of a suite of powerful algorithms, intelligent software and holistic solutions offering real-time optimization of any wastewater treatment plant (which is specifically defined as the “Equipment” where it relates to the Plant Module). Working as an online digital twin of such wastewater treatment plant (including of its sewer network), the Plant Module is a digital representation of such waste water treatment plant which provides predictive analysis in real-time and calculates set tags to the PLC (Programmable Logic Controller) and SCADA (Supervisory Control And Data Acquisition) control and delivers insight to the operators, engineering and management.

Subscription to the Plant Module is subject to agreement to the HUBGRADE™ Performance - Plant Module Specific Terms and Conditions.

“HUBGRADE™ Platform General Terms of Use” or **“Terms of Use”**: means the terms of use of the HUBGRADE™ Platform which any User may adhere to for the purposes of accessing and using the HUBGRADE™ Platform; the last update thereof is available here: <https://hubgrade.veoliawatertechnologies.com>.

“HUBGRADE™ Platform”: means the software solution, including any relevant Modules, which can be accessed via <https://hubgrade.veoliawatertechnologies.com> or any other url as maybe relevant, as well as all its databases and graphic, audio, visual, software and textual components. The HUBGRADE™ Platform gives each Customer access to the Modules it has subscribed pursuant to the Proposal and therefore allows it to fully benefit from the related Services. The HUBGRADE™

Platform is owned and published by Veolia Water S.T.I. (S.A.S.U.).

“HUBGRADE™ Specific Terms and Conditions of Service” or **“HUBGRADE™ Specific Terms and Conditions”**: means, with reference to any Module(s) which the Customer has subscribed to pursuant to this Agreement, the terms and conditions which specifically govern the access and the use of any Module by the Customer through any User.

“Log-In Credentials”: means the username and the password entered by any User to access and use the HUBGRADE™ Platform.

“Module”: means (i) any module of the HUBGRADE™ Platform which makes an application, such as Assist, Essential and/or as to Performance, Insight or Plant, accessible to any User and/or (ii) the Remote Control Service which serves VWT to perform the Service(s) in accordance with this Agreement.

“Notification”: means any notification that is sent to a User in the course of using the HUBGRADE™ Platform (including any Module thereof).

“Party” or **“Parties”**: means individually or collectively the Veolia Water Technologies Business Unit and the Customer.

“Personal Data”: means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Prerequisite”: means any condition the Customer must achieve prior to a Service being performed as further defined in Article 5 hereof.

“Proposal”: means the business and technical proposal whereby the Veolia Water Technologies Business Unit proposes the Services for subscription to the Customer (including any amendment thereof or update thereto).

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“Remote Control Service” or **“Remote Control”**: refers to the Service consisting of accessing to the User Interface of any Equipment remotely through a secure link over the internet. Remote Control allows immediate support and troubleshooting, periodical unit checkup, report, parameters and settings optimization, periodical back-up or extraction of the Equipment Data, software modification and any other operation possible throughout the User Interface of the Equipment.

Subscription to the Remote Control is subject to agreement to the HUBGRADE Remote Control Specific Terms and Conditions.

“Reports”: any memoranda, data, recommendations, calculations, measurements, estimates, notes, certificates and other material prepared by VWT and provided to the Customer or automatically produced by the HUBGRADE™ Platform in the course of performing the Services, together with status summaries or any other communication from VWT to the Customer in any form describing the results of any work or services performed.

“Service”: means any service as subscribed by the Customer pursuant to the Proposal and performed by VWT through one or more Module(s) of the HUBGRADE™ Platform in accordance with the terms and conditions of this Agreement.

“Service Area”: means the geographical location where any Services will be performed, whether remotely or not; it comprises at least any Equipment and any related Connectivity Solution plus any relevant plants, structures, tanks, networks, buildings, rooms, closets, servers or other as the case may be.

“User”: means any natural person who is an employee or a representative of the Customer and is properly authorized by it for using the HUBGRADE™ Platform.

“User Account”: refers to the account of any User.

“User Content”: means any content posted, uploaded or published in any manner by any User on or through the HUBGRADE™ Platform, including but not limited to any and all comments filled

by any User in open field(s) or in any room dedicated to that purpose, as well as any other content which may be provided by any User to VWT.

“User Interface”: means the control console of the Equipment which allows for the supervision, configuration and/or control thereof as the case may be.

“Veolia Water S.T.I.” means the company (société par actions simplifiée à associé unique) duly registered with the trade and companies register (registre du commerce et des sociétés) of Créteil– France under No 353 385 719, validly existing under the laws of France and having its registered head office located at Immeuble l’Aquarene, 1, place Montgolfier, 94417 Saint-Maurice, France,

“Veolia Water Technologies”: means as the context requires either:

(a) the company (société par actions simplifiée à associé unique) duly registered with the trade and companies register (registre du commerce et des sociétés) of Créteil - France under No. 414 986 216, validly existing under the laws of France and with registered head office located at L’Aquarene, 1 place Montgolfier, 94417 Saint-Maurice cedex – France; or

(b) the group formed of companies, corporations, partnerships and consortiums which are controlled, whether directly or not, by the company Veolia Water Technologies (as defined in item (a) above), with “control” having the meaning set forth in articles L.233-1 and L.233-3 of the French Business Act (code de commerce)".

“Veolia Water Technologies Business Unit” or **“VWT Business Unit”** or

“VWT”: means the legal entity (member of the Veolia Water Technologies Group) which makes the Proposal to and thereafter enters the Agreement with the Customer for the performance of the Services; it may also be hereinafter referred to individually as a Party and together with the Customer as the Parties.

“Veolia Group” the group formed of companies, corporations, partnerships and consortiums which are controlled, whether directly or not, by the company VEOLIA ENVIRONNEMENT SA, Société

Anonyme au capital de 2 836 332 695 euros, immatriculée au RCS de Paris sous le numéro 403 210 032, dont le siège social est au 21, rue la Boétie - 75008 Paris, France.

2. PURPOSE

2.1. Purpose of the HUBGRADE™ General Terms and Conditions of Service:

The purpose of the HUBGRADE™ General Terms and Conditions is to set forth the general terms and conditions applicable to the performance of the Service(s) by the Veolia Water Technologies Business Unit, whichever Modules the Customer actually subscribed to, pursuant to the Proposal. The rights and obligations of the Parties which are specific to one or more Module(s) subscribed by the Customer are set forth in and subject to each and every applicable HUBGRADE™ Specific Terms and Conditions.

2.2. Purpose of the HUBGRADE™ Platform

VWT relies on the HUBGRADE™ Platform to perform the Services. Through its various Modules, the HUBGRADE™ Platform allows, among other things, the Customer (via its User(s)) to view and share information regarding the management and operations of the Equipment as further described in the Proposal.

The HUBGRADE™ Platform is provided to the Customer “as a service” by the Veolia Water Technologies Business Unit for the purpose of performing the Services. For such limited purpose, the Veolia Water Technologies Business Unit hereby grants to Customer a limited, site-specific, non-exclusive, non-transferable, non-sub-licensable right to access and use (via its User(s)) the HUBGRADE™ Platform, including the Module(s) it has actually subscribed, for the Customer’s internal business purposes only and solely under the conditions further set forth in the Agreement, and the Customer hereby accepts such limited license without any reservation.

The Customer acknowledges and agrees that (i) Veolia Water S.T.I. is the sole and

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exclusive owner of and has sole and exclusive title to any and all intellectual property rights related to the HUBGRADE™ Platform, and that (ii) no transfer or assignment whatsoever of any such intellectual property rights thereto is hereby contemplated or granted.

3. CONTRACTUAL DOCUMENTS

The Agreement is composed of the following contractual documents, including any appendices and schedules thereof:

- the Proposal;
- the relevant HUBGRADE™ Specific Terms and Conditions, subject to any Module(s) and/or Remote Control Service actually subscribed by the Customer;
- the present HUBGRADE™ General Terms and Conditions of Service; and
- HUBGRADE™ Platform General Terms of Use.

In the event of any conflict, discrepancy or inconsistency, the terms of the aforementioned documents shall prevail in the descending order of priority in which they are listed hereinabove. The Parties acknowledge and agree that any attempt by the Customer to impose its own terms and conditions, for example by referring to different terms in any order for purchase of any Service shall be invalid, void and of no effect.

Any Proposal is deemed to refer, whether expressly or not, to the present HUBGRADE™ General Terms and Conditions and any applicable HUBGRADE™ Specific Terms and Conditions. Should the Customer subscribe to any additional Module or the Remote Control during the term of the Agreement, the HUBGRADE™ Specific Terms and Conditions of any such Module shall automatically enter the scope of the Agreement (unless otherwise stipulated). For clarification purposes, should the Customer subscribe to one or more Module(s) or to the Remote Control in addition to one or more Module(s), all the applicable HUBGRADE™ Specific Terms and Conditions shall be of equal importance with regards to the Agreement.

4. COMPLIANCE WITH CUSTOMER'S NEEDS

The Customer acknowledges and agrees that any Services provided by VWT under this Agreement shall be for the Customer's use and benefit only. Any Services, including any produced Reports, will be performed by VWT within the limits of the scope of work agreed upon with the Customer in the Proposal and where needed pursuant to the Customer's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice.

5. PREREQUISITES

As a condition to any Services being performed by VWT, the Customer shall (the "Prerequisites"):

- a) at all times own or have any other sufficient title to the Equipment (including where taken over) and any part thereof, including to any Equipment Data;
- b) provide and maintain at all times a high-speed internet connection free of interruption (unless otherwise agreed to in writing between the Parties) plus supply of all required utilities (including electricity);
- c) grant and maintain at all times access to its network and/or information systems to the extent reasonably required by VWT to perform the Services;
- d) at all times grant access to the Service Area, including to any Equipment and/or Connectivity Solution, in accordance with Section 6.1; and where applicable, have its Connectivity Solution properly set up and audited by VWT as per Section 6.2 and maintained accordingly, without being misused or damaged in any manner;
- e) have established and maintained at all times sufficient internal controls (technical and organisational) in order to minimise the risk and consequences of errors or breakdowns in both HUBGRADE™ Platform and Service provided by VWT; and
- f) furthermore fulfil any additional prerequisite set forth in the Proposal

and/or in any applicable Specific Terms and Conditions.

Neither VWT nor any Affiliate thereof shall have any liability vis a vis the Customer and the Customer shall indemnify and hold VWT and any Affiliate thereof harmless from any consequences, including any damages, losses, liabilities or third party claims (including any reasonable costs and expenses such as costs of defence and law firms) which may arise from or be connected to any failure or delay from VWT in performing the Services if any such failure or delay is caused by or attributable to a delay or default from the Customer in fulfilling any Prerequisite.

6. CONNECTIVITY SOLUTION

6.1. Access to the Customer premises and Service Area:

Upon first demand from any employee or representative of VWT who may reasonably need to perform any action on any Connectivity Solution (including but not limited to any set up, operation, software maintenance or inspection thereof), the Customer shall at all times grant access to any relevant Service Area, including to any Equipment and/or Connectivity Solution, to any such employee or representative. Where the Customer has provided VWT with any safety regulations applicable within any such Service Area, VWT shall instruct such employees or representatives to comply with any such safety regulations.

The Customer shall take all required measures to prevent any non-authorized persons from entering any such Service Area and unless otherwise agreed to in writing with VWT, shall not allow any person other than any such employees or representatives of VWT to operate, alter, repair, relocate, interrupt, regenerate, adjust or tamper with any such Connectivity Solution (including its own personnel).

6.2. The Connectivity Solution set up and maintenance:

Unless otherwise set forth in the Proposal, the set-up of any Connectivity Solution within any relevant Service Area shall be performed as follows:

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- where VWT has supplied any such Connectivity Solution to the Customer, VWT shall set up any such Connectivity Solutions or instruct the Customer how to proceed therewith; moreover, in such a case VWT shall carry on any required maintenance of the software (and firmware as the case may be) of any such Connectivity Solution through regular updates applied via any available communication channel;
- otherwise, the Customer agrees that it shall comply with any specifications and requirements from VWT with regards to any such Connectivity Solution (for both set-up and maintenance thereof).

In either cases, the Customer furthermore agrees to be entirely responsible for the perimeter security of any such Connectivity Solution.

Upon first demand from VWT to check in any manner on the proper fulfilment of any Connectivity-Solution-related Prerequisite, the Customer shall grant access to any such employee or representative to any relevant Service Area and Equipment (including but not limited to any information, data or material they may reasonably require to).

The Customer shall hold VWT harmless from any consequences of any damages to any Connectivity Solution in the Service Area unless such damages are directly and exclusively attributable to the negligent act or omission of VWT, its employees or representatives.

6.3. Leased Connectivity Solution following expiry or termination:

Where the Customer leases any Connectivity Solution (or part thereof) from VWT, the Customer shall :

- as soon as reasonably practicable following expiry or termination of the Agreement, dismantle and return any such Connectivity Solution to VWT or, if not performed accordingly, agree to pay to VWT all reasonable costs and expenses arising from the need for it to send competent operator(s) on-site to proceed to such dismantling and return; and

- in case any defect to the Connectivity Solution is detected by VWT within 15 days from any such return, charge the Customer with the full price of the Connectivity Solution by an invoice which will become immediately payable upon receipt.

7. HUBGRADE™ PLATFORM LIMITED LICENSE

7.1 Grant of the Limited License:

In consideration of the performance of its payment obligations by the Customer in accordance with this Agreement, VWT hereby grants the Customer a limited, site-specific, non-exclusive, non-sublicensable and non-transferable license (the “**Limited License**”) to access and use through any User (i) the HUBGRADE™ Platform via the internet, in object code form only on a SaaS basis, solely for its own internal business purposes; and (ii) the Expertise Data provided in the course of performance of the Services, in any case for the internal business purposes of the Customer only and subject to any further conditions set forth in this Agreement, and the Customer hereby accepts such Limited License without any reservation.

7.2 Obligations of the Customer as grantee of the Limited License:

Both Parties shall take any commercially reasonable security measures (both technical and organizational) required to prevent or mitigate any cyber-attack on or failure of its information system which may have adverse consequences or effect on the availability, functioning or performance of the HUBGRADE™ Platform. Should any unauthorized access to or use of the HUBGRADE™ Platform come to its knowledge, the Customer agrees to notify VWT of it as soon as practically possible.

Except to the extent required by any applicable law (and which cannot be excluded by mutual agreement of the Parties), the Customer agrees as material obligations not to:

- try to copy, modify, reproduce, create any derivative work, alter, create a mirror, republish, download, attach, transmit or distribute all or part of the

components of the HUBGRADE™ Platform and/or the Modules that are the object of the Services in any way, in any medium, or by any means whatsoever;

- try to decompile, disassemble, perform any reverse-engineering or render comprehensible in any way all or part of the Services, the Modules or the HUBGRADE™ Platform outside the conditions prescribed by applicable law;
- access all or part of the HUBGRADE™ Platform (including any, Module) for the purpose of conceiving a competing application or service, or for any purpose other than the authorized purpose expressly set forth in this Agreement;
- access the HUBGRADE™ Platform and/or Modules in the form of source code, decompile the relevant software or proceed to reverse engineering;
- try in any way whatsoever to suppress or override any technological protection measure, or use or manufacture with a view to selling or leasing, importing, distributing, renting, offering for sale or lease, promoting sale or lease or possessing for the purpose of private or commercial use any means to facilitate the unauthorized suppression or overriding of any security measures;
- unless otherwise agreed to in this Agreement, use the HUBGRADE™ Platform, Modules and/or the Services in order to provide services to third party/ies or grant sub-license on the Limited License, sell, rent, assign, allocate, distribute, display, disclose, commercially exploit or to make available the HUBGRADE™ Platform (including any Module thereof) in any way to any third party.

7.3 Infringement Warranty:

Unless otherwise stated elsewhere in this Agreement, VWT warrants to the Customer that the HUBGRADE™ Platform does not infringe any copyright, patent, trademark and/or trade secret of any third party.

All intellectual property rights, including any source code of the HUBGRADE™

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Platform, algorithms, Modules, databases, User Interface, brands, logos and trademarks, etc and any and all patents on technical solutions that form part of or are used in the performance of the Services, etc. are the exclusive property of Veolia Water S.T.I. (or any Affiliate thereof) and cannot be reproduced, represented or used in any manner whatsoever without the express prior written authorization therefrom.

VWT shall hold the Customer harmless from any proven or alleged infringement or misappropriation claim or action by any third party with respect to the use of the HUBGRADE™ Platform and indemnify and defend the Customer against all such claims, actions and expenses (including, but not limited to, the costs of the proceedings, reasonable attorneys' fees, court costs and any damages which it may have been ordered to pay by a court of competent jurisdiction); provided the proven alleged infringement or misappropriation does not result from: (a) any breach by the Customer of any of its obligations pursuant to the Agreement and/or a violation by the Customer of any applicable law or regulation unless that the Customer can prove that any such breach or violation has not caused the alleged infringement or misappropriation; (b) any use of the HUBGRADE™ Platform by any person who is not a User; (c) any use of the HUBGRADE™ Platform by any User which is in contradiction with the Terms of Use, including but not limited to any User Content posted or published on the HUBGRADE™ Platform which infringes, violates or misappropriates any third party rights; (d) any use of the HUBGRADE™ Platform in conjunction or combination with any software, services or any product, data, item or apparatus that VWT has not explicitly approved; (e) anything the Customer provides or designs including modifications, configurations, instructions, or specifications of the HUBGRADE™ Platform unless the Customer can prove it has not caused the alleged infringement or misappropriation; (f) any failure from the Customer to use the latest release or version of the HUBGRADE™ Platform (including any

corrections or enhancements) or Service insofar provided by VWT to it where such use would have prevented the infringement or misappropriation claim; and/or (g) use of or storage on the HUBGRADE™ Platform not permitted by the Agreement unless that the Customer can prove that such use or storage has not caused the alleged infringement or misappropriation.

The application of the preceding paragraph is expressly subject to:

- (a) the Customer providing VWT with prompt written notice of such claim or action, including a written opinion concerning the claim or action setting forth a detailed explanation of its character;
- (b) VWT having the sole authority to exclusively control the defence and settlement regarding the claim; the Customer shall not assume any responsibility, nor discuss or conclude any agreement, settlement, or commitment concerning the claim or action without first obtaining the written agreement of VWT; and
- (c) the Customer timely providing reasonable cooperation as well as any information that may be requested by VWT; subject to a reasonable prior notice, the Customer shall allow any employees of VWT (or any representatives thereof) at reasonable intervals (based on reasonable advance notice) to have access to its facilities and to converse with its agents, directors, employees, representatives or advisors, and to consult any pertinent document and allow them to make copies for the purpose of evaluating the claim or action; and the Customer shall take every reasonable measure requested by VWT in order to avoid, challenge, reach a settlement or defend against the claim or action.

The provisions contained in this Article 7 survive the expiry or termination for whatever cause of this Agreement provided any such claim or action has been brought to VWT prior to any such expiry or termination.

8. ACCESS TO THE PLATFORM AND USE OF USER ACCOUNT

8.1. Required Information:

Following written acceptance of any Proposal, the Customer shall timely provide VWT with any information required in the Proposal, including but not limited to any information related to the Equipment or the required User registration on the HUBGRADE™ Platform.

The Customer is responsible that any such information is at all times true, accurate, representative, complete in all respects and not misleading in any manner. Therefore the Customer shall timely notify VWT whenever any update, addition or correction thereof is required and, if the Customer fails to do so, VWT may temporarily suspend the Customer's access to and use of the HUBGRADE™ Platform and/or the provision of its Services in accordance with Section 21.1.1.1.

8.2. Notifications setting:

The HUBGRADE™ Platform invites the Customer (through its Users) to manage its Notifications regarding the HUBGRADE™ Platform (including any Modules thereof). Subject to the subscription made by the Customer as per the Proposal, each User may choose (i) on which device(s) to receive Notifications and (ii) the type and frequency of any such Notifications. The Customer shall be responsible for any such choice made respectively by its Users.

The Customer acknowledges and agrees that VWT shall not be liable in case of damage arising from its User's failure to take into account any Notification or from the absence of Notification pursuant to the Customer's configuration leading to less frequent Notifications and/or fewer channels. Furthermore, the Customer acknowledges and agrees that the Notifications must be considered only as a guidance and shall in no event be the sole ground for any action from or decision made by the Customer on any Equipment.

9. OBLIGATIONS OF THE CUSTOMER

9.1 The Customer hereby agrees to strictly adhere to the Terms of Use and shall procure the same from any User. In addition to the obligations arising from

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such strict adherence to the Terms of Use, The Customer agrees as material obligations :

- (a) not to grant access to the HUBGRADE™ Platform to any User otherwise than on a “need-to-know” basis;
- (b) to grant access to the HUBGRADE™ Platform only to those Users who (i) have sufficient authority and power to act on behalf the Customer; and (ii) when required, will log in to the HUBGRADE™ Platform and accept the Terms of Use without any reservation (as those are updated or amended from time to time); and
- (c) to immediately and without delay deactivate any access to the HUBGRADE™ Platform and close any Account of any User who ceases to be an employee or a representative of the Customer;
- (d) to issue and implement internally a clearance policy aimed at defining the list of its Users and the conditions of their access and use in strict accordance with the Terms of Use and this Agreement; and
- (e) to be responsible for the strict observance at all times by any User of any obligation of the Terms of Use.

9.2 Furthermore, the Customer shall respect the rights of third parties and comply with any and all applicable laws and regulations. In particular and as further set forth herein, the Customer shall not use, and shall procure no User uses the HUBGRADE™ Platform and/or the Services in a manner which is illicit or illegal under any applicable law whatsoever or violates or misappropriates the rights of any third party.

9.3 In addition to the Prerequisite obligations set forth in Article 5, the Customer shall also comply at all times with the following material obligations in order to enable the proper and timely performance of the Services by VWT :

- cooperate with VWT in any and all matters arising out of or connected to the performance of the Services or the functioning of the HUBGRADE™ Platform as the need may be;
- appoint a main contact person with sufficient authority to provide VWT with any and all instructions or

information it may need from the Customer to perform the Services; make regular backups of its own data, including of the Equipment Data;

- have any Users completing any training program recommended by VWT before making any usage of the HUBGRADE™ Platform or the Services;
- not disclose to VWT (including its Users, agents, sub-contractors and employees) any data, information, sample and/or related document which is not true, accurate, representative, and complete; the Customer further acknowledges that for the purposes of performing the Services, VWT will rely on any such information, data, samples or other related documents and materials as provided by the Customer, without having vis a vis the Customer any obligation to confirm or verify the accuracy, representativity or completeness thereof (unless otherwise explicitly stated in the Agreement);
- grant any Users access to the HUBGRADE™ Platform in a timely manner and at no additional cost to VWT;
- provide any relevant instruction, feedback or information requested by VWT in a timely manner;
- provide VWT (including its agents, sub-contractors and employees) with access to the Equipment as well as to any other relevant premises as may be reasonably required for the performance of the Services;
- prior to VWT accessing any such Equipment or premises, inform VWT of all applicable health and safety rules and regulations and other reasonable security requirements that may apply;
- notify VWT promptly of any risk, safety issues or incidents whatsoever which may affect in any manner the performance of the Services; the Customer being at all times responsible for compliance with any health and safety laws and regulations applicable within the Service Area, the Customer shall in particular equip any Equipment included within the Service

Area with any safety measures required to protect it against overload and/or inappropriate use;

- obtain and maintain any and all licenses, permits, and consents required to comply with any applicable legislation and/or regulation;
- not use any Reports from VWT in a misleading manner and only distribute any such Reports in their entirety except for internal diffusion within the Customer’s group of companies;
- not publish, distribute or disclose in any manner the content of any Reports (including of any extracts, excerpts or parts thereof) without the prior written consent from VWT in each instance (such consent not to be unreasonably withheld);
- not make, whether directly or not, any advertising, promotional material and/or statement which may give any false, incomplete or misleading impression to any third party concerning the Services performed by VWT;
- maintain the Connectivity Solution in good operating conditions and ensure the cybersecurity and safety of its own information system up to the Connectivity Solution (included).

9.4 Should the Customer fail to comply (in whole or in part) with any of its obligations under Sections 9.1 to 9.3 hereof, VWT may either temporarily suspend the Agreement in accordance with Section 21.1.1 or terminate the Agreement at the Customer’s sole costs and expenses. For greater certainty, in any such case, the Customer shall remain liable to pay to VWT any sum owed prior to such suspension or termination.

10. DATA AVAILABILITY AND PRESERVATION - EXTERNAL SOURCES

10.1 Availability of data:

10.1.1. Equipment Data:

Subject to the Customer performing at all times its obligations under Article 5, VWT shall do its best efforts to make the Equipment Data - as is collected via the

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Connectivity Solution - available on the HUBGRADE™ Platform.

The Customer is at all times responsible for the accuracy, completeness, lawfulness and timeliness of any Equipment Data as provided to VWT.

10.1.2. User Content:

Subject to the Customer performing at all times its obligations under Article 5 and complying with any obligation arising out of or connected to Section 9.1, VWT shall do its best efforts to make the User Content available on the HUBGRADE™ Platform.

The Customer is at all times responsible for the accuracy, completeness, lawfulness and timeliness of any User Content.

10.1.3. Expertise Data:

Any Expertise Data from VWT comprises aggregated data as analyzed by VWT and may be used by the Customer for the purposes of (i) benchmarking the functioning of its own water treatment (including but not limited to wastewater, sludge, biogas, product recovery) and Equipment and (ii) understanding the status of its system, performance or as basis for optimization. In no event, any Expertise Data shall serve as an exclusive or conclusive basis for the Customer to make any decision which may have a material impact on the then-current setting, functioning or operation of any Equipment.

10.2 Preservation of Equipment Data:

The Customer acknowledges and agrees that VWT is under no obligation to make or secure in any manner any back-up of the Equipment Data nor to store any such back-up on the HUBGRADE™ Platform. VWT hereby recommends the Customer to secure any such back-up (including by storage on the Customer's PLC and SCADA systems where applicable) in accordance with the industry standards.

Notwithstanding the foregoing, HUBGRADE™ Platform will make available to the Customer one (1) year of historic Equipment Data which is used by the HUBGRADE™ Platform to optimize the Services and which the Customer may use to extract Reports with KPIs and benchmarking against comparable Equipment.

10.3 Use of external sources:

For those Services which rely on the availability of certain sources of data generally used by the Modules, the Customer acknowledges and agrees that the performance of the related Services may be interrupted or discontinued, in whole or in part, when any such sources become unavailable for reasons independent of the will of VWT (including if the terms of use of the API of any social network evolves in a manner which prohibits its use by any Module).

Should the Customer wish to link the Modules with external professional databases, it shall be exclusively responsible for any access to or use of any such database. In such a case, VWT acting only on behalf of the Customer, The Customer shall (i) represent and warrant to VWT that it has any and all required and valid rights to access and use any such database, (ii) provide the identifiers to link the Modules to the external professional database providing data to analyze, and (iii) defend and hold VWT harmless from and against any and all consequences, damages, losses or claims resulting from the use of this external professional database by the Customer.

11. FEES AND PAYMENT

In consideration of the performance of the Services, the Customer shall pay in a timely manner to VWT any and all fees, charges or monies specified in the Proposal or elsewhere in this Agreement (as it may be amended from time to time).

Unless otherwise specified in the Proposal, any and all fees, charges or monies payable to VWT pursuant to the Agreement shall be paid by the Customer in euros (€) within thirty (30) days of issuance of the related invoice. Unless otherwise specified in the Proposal, no payment obligation is cancelable and all paid amounts are non-refundable, except for amounts paid in error that are not actually due under this Agreement. The fees paid by the Customer are exclusive of all applicable taxes, levies, or duties.

Unless otherwise specified in the Proposal, VWT may, in the event of a default of payment by the Customer, apply the

interest penalties to be calculated as follows:

Interest penalties = (TTC amount (total including tax) of invoice X Applicable Legal Rate) x (number of days of lateness / 365).

By virtue of the French Commercial Code (code de commerce), the Applicable Legal Rate is understood to be the interest rate applied by the Central European Bank to its most recent refinancing operation increased by ten (10) percentage points. Interest penalties are due on the day following the date of settlement without a reminder being necessary. Moreover, any Customer in arrears in paying any invoice will owe to VWT, as a matter of ordinary law, compensation for recovery costs of forty (40) euros.

Where settlement conditions for late payment are agreed upon by the Parties, such as payment in several instalments, default on one single payment shall render payable the entirety of the debt. It shall also entail the immediate suspension of the benefits and services under the Agreement while the payment is outstanding.

Any payment obligation arising from this Article 11 is to be considered as a material obligation. Unless otherwise stated herein, neither termination, whatever the cause, nor expiry of this Agreement shall release the Customer from any of its obligations laid down in this Article 11, including any obligation to pay that may have raised prior to the date of any such termination or expiry.

12. INTELLECTUAL PROPERTY

Unless otherwise expressly agreed to in the Proposal or stated in Article 7 and/or in the following provisions of this Article 12, this Agreement shall not entail any transfer of ownership, interest in or title to any intellectual property rights or data of either Party to the other.

12.1. Property of the Customer:

(i) The Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to both the Equipment Data as collected by VWT and the User Content.

(ii) Notwithstanding the foregoing, the Customer hereby grants to VWT a

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non-exclusive, worldwide, royalty-free right to use, copy, display, store, transmit, modify, create the Equipment Data and the User Content for the purposes of creating any Deliverables, including any derivative work, from any such Equipment Data and/or User Content and more generally to the extent required to perform, whether directly or not, any of the Services to the Customer and any of its obligations arising out of the Agreement. Any such licence is granted for the term of the Agreement or for the period of protection of the related intellectual property rights whichever occurs last.

(iii) In addition to the foregoing, the Customer hereby grants to VWT a non-exclusive, worldwide, royalty-free right to use, reproduce, display, modify, edit, translate and disclose any data from the Customer, including but not limited to the Equipment Data and the User Content, in whole or in part, on all media and using all means, disclose it to all third parties and for all purposes (commercial or otherwise) provided it is on a no-name basis and for the purposes of the improvement, enhancement, enrichment, operation and promotion and supply of the HUBGRADE™ Platform and/or the related Services. Any such licence is granted for the term of this Agreement and for an additional period of twenty (20) years following the expiry or termination of the Agreement or for the period of protection of the related intellectual property rights, whichever occurs last.

(iv) The Customer is responsible for any use of the HUBGRADE™ Platform by any User and it shall at all times cause any such User to comply with the Terms of Use. The Customer shall take any measures required to control that its use of the Modules (including by way or posting or publishing of any User Content) is at all times compliant with its own privacy policies and all applicable national and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and technical or personal data export.

12.2. **Property of VWT:**

This Agreement, including by way of performance of the Services set forth herein, does not convey to the Customer any intellectual property rights, including but not limited to any rights under any patent, trademark, copyright, or trade secret, in any such Services and/or in the HUBGRADE™ Platform other than those granted with the Limited License under Article 7.

Subject to the foregoing, VWT reserves all rights, title and interest in and to any intellectual property right arising out of or connected to this Agreement and no transfer of ownership of or title to or interest in any such rights is hereby contemplated or achieved. The Customer hereby acknowledges that the HUBGRADE™ Platform, the Modules and all of their components (which includes without restriction any texts, graphics, logos, images, videos, trademarks, names, designs, software and databases not originating from Customer - including from its Users) are the exclusive property of Veolia Water Solutions & Technologies Support and that no transfer of ownership of or title to or interest in the HUBGRADE™ Platform, the Modules or their components is hereby contemplated or achieved (otherwise than as expressly set forth in Article 7).

12.3. **Third-party software:**

The proper functioning of some Modules of the HUBGRADE™ Platform may require the use of some third-party software in addition to the HUBGRADE™ Platform itself.

The Customer acknowledges and agrees that (i) any of its Users shall adhere by any relevant terms and conditions of use of any such third-party software as the case may be, (ii) any such third-party software may be used exclusively in connection with the HUBGRADE™ Platform, (iii) it will own no independent rights of any kind to any such third-party software, (iv) VWT will assume no responsibility for any bug, error or non-conformity in any such third-party software which is provided "As Is", except that VWT hereby guarantees that it may be legally used by the Customer and at no additional cost to the Customer provided said Customer complies at all times and in

all respects with the above mentioned terms and conditions of use.

The provisions contained in this Article 12 shall remain in force for a twenty (20) year-period following the expiry or termination for whatever cause of this Agreement.

13. LIABILITY

13.1. **Exclusions of liability:**

To the maximum extent permitted by law, VWT shall not be responsible for the following:

(a) any use of the HUBGRADE™ Platform by any User which contravenes the HUBGRADE™ Platform Terms of Use and/or causes any breach from the Customer to its obligations pursuant to this Agreement;

(b) any temporary or provisional unavailability of the HUBGRADE™ Platform (including poor or deteriorated performance thereof) resulting from any required technical maintenance operations or interruptions or from the availability of the internet network for reasons independent from VWT;

(c) any loss or damage which may be caused by viruses or other malicious code arising from the use of the HUBGRADE™ Platform; it being noted that the Customer remains responsible for the software protection of any of its Users; and/or

(d) any act or omission (including negligence, either gross or not, and willful misconduct) of the Customer which may be regarded as a default in performing any obligation, whether material or not, or a breach of contract pursuant to this Agreement.

To the maximum extent permitted by law, VWT shall not be liable, whether in contract, tort (including negligence), for breach of a statutory obligation or otherwise, for any any indirect, special, consequential, exemplary and/or punitive damages, including for any loss of profit, loss of production, loss of contract, loss resulting from Equipment or plant shutdown, loss of output, pure financial loss, loss of revenue, loss of chance, loss of data, data corruption or loss of use of data.

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13.2 Limitation of liability:

Unless otherwise stated in the Proposal or in the applicable HUBGRADE™ Specific Terms and Conditions, the total aggregate liability of VWT, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out in connection with the Agreement shall not exceed one hundred (100) percent of the total amount of fee paid or payable by the Customer in consideration of the grant of the Limited License (or namely SaaS Fee as per the Proposal) during the twelve months preceding the event that gives rise to any such liability.

13.3. Liability vis a vis third parties:

With no limitation, the Customer shall defend, indemnify and hold VWT harmless without any limitation against any claims brought against it (or any Affiliate thereof) by any third party (allegedly) as a result of any breach by the Customer of any of its obligations arising from or connected to this Agreement, including but not limited to any breach of Sections 9.1 to 9.3.

The provisions contained in this Article 13 shall remain into force for five (5) years following the expiry or termination for whatever cause of this Agreement.

14. WARRANTIES**14.1 Mutual representations and warranties:**

Each Party represents and warrants to the other Party:

- that it has the capacity and the authority to enter into the Agreement, and that over the course of execution of the Agreement it shall procure and/or maintain all authorizations that may be necessary for the discharge of its obligations;
- that it holds and will maintain for the duration of this Agreement any intellectual property rights necessary for the performance of its herein obligations;
- that it will execute its obligations in relation to the Agreement pursuant to all applicable laws in force while demonstrating diligence and reasonable competency;

- that it will not do or fail to prevent anything that would lead the other Party into a violation of any law or regulation in force; and
- that in no event it will not defame or disparage the other Party.

Each Party acknowledges and agrees that any partial, incorrect or false representation or warranty with reference to the foregoing representations and warranties by it shall constitute a material breach of this Agreement.

14.2 Performance of the Services by VWT:

In relation to the performance of the Services (regardless of which Modules the Customer has actually subscribed to), the Customer acknowledges and agrees that :

- (i) no performance of any Service is guaranteed by VWT unless all Prerequisites have been fulfilled at all times in accordance with Article 5;
- (ii) unless otherwise specified in writing in any Proposal, VWT is only subject to a general obligation of means (namely “obligation de moyens”) and not to an obligation to achieve whatever specific result;
- (iii) the Services, including the HUBGRADE™ Platform, are tools and support systems which are intended to assist the Customer in monitoring and optimizing the operation of its Equipment; therefore, VWT strongly recommends any Customer to establish any sufficient internal controls and monitoring processes (both technical and organizational) required to minimize the risk of occurrence and the potential consequences of any errors or breakdowns in the HUBGRADE™ Platform and/or the Services;
- (iv) neither the HUBGRADE™ Platform nor the Modules were designed and/or developed for the purpose of satisfying any individual requirements and/or needs of the Customer; therefore, the Customer hereby acknowledges that the Proposal meets its needs and requirements; and
- (v) VWT does not abridge, abrogate or undertake to discharge any duty or obligation of the Customer to any other person or any duty or obligation of any person to the Customer.

The Customer furthermore acknowledges and agrees that any reliance on any Report shall be limited to the facts and representations set out in any such Report which represent VWT’s review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only. The Customer acknowledges and agrees that it is responsible for acting as it sees fit on the basis of any such Report. Neither VWT, Veolia Group, nor any of their affiliates or their respective officers, employees, agents or subcontractors shall be liable to Customer nor any third party for any actions taken or not taken on the basis of any such Report.

Subject to the foregoing, VWT guarantees that the HUBGRADE™ Platform will generally function as described in the Agreement, in particular in the Proposal, but cannot guarantee that the Services are free from errors or non-conformities or will work without interruption. VWT will do all commercially reasonable efforts to make the HUBGRADE™ Platform available at all times and to correct any functional or operational error that is brought to the attention of VWT attention; therefore, the Customer hereby acknowledges and agrees that VWT does not guarantee, however, that neither the HUBGRADE™ Platform (including its Modules) nor the Services will work without interruption or free from any error or non-conformity.

15. WARRANTY DISCLAIMER

UNLESS OTHERWISE STATED ELSEWHERE IN THIS AGREEMENT AND EXCEPT AS PROVIDED FOR BY ANY APPLICABLE LAW, THE SERVICES ARE PROVIDED BY VWT “AS IS” AND VWT MAKES NO WARRANTIES OF ANY KIND WHATSOEVER TO THE CUSTOMER IN RELATION TO THE PERFORMANCE OF THE SERVICES, WHETHER STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, ORAL OR WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED

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WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PERFORMANCE OR MERCHANTABILITY OR NON-INFRINGEMENT (EXCEPT AS PROVIDED FOR IN SECTION 12.3 HEREOF), OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY VWT AND IRREVOCABLY WAIVED BY THE CUSTOMER.

16. PRIVACY AND PERSONAL DATA PROTECTION

Either Party may have to process personal data of employees or representatives of the other Party for the purposes of the Services being properly performed in accordance with this Agreement. With regards to the personal data of any User, the Customer acknowledges and agrees that any such processing will be performed strictly for the hereinabove mentioned purposes and always subject to the Terms of Use.

17. CONFIDENTIALITY

Unless otherwise expressly set forth in this Agreement, in particular under Article 12, the Parties shall neither use nor disclose to any third party (with the exception of its Users, employees, agents, consultants and/or representatives on a “need-to-know” basis) any Confidential Information unless for the purpose of performing any obligation under this Agreement.

Any such confidentiality obligations shall not apply to the entirety or to any part of the information which:

- is or was made public other than by any fault or breach of the receiving Party;
- was already lawfully held by the receiving Party before it was disclosed by the disclosing Party;
- is lawfully disclosed to the receiving Party by a third party free of any obligation of confidence to the

disclosing Party at the time of its disclosure;

- is independently developed by the receiving Party, without reference to or use of such information; and/or
- is required by law, by a court or governmental or regulatory order to be disclosed; provided the receiving Party provides the disclosing Party with prompt written notice of such subpoena or governmental order so that the disclosing Party may (at its expense) seek a protective order against such disclosure.

Each Party acknowledges and agrees that any unauthorized use or disclosure of any such Confidential Information may seriously harm the interests of the other Party. In such a case, the defaulting Party acknowledges and agrees that the non-defaulting Party may have grounds to (i) institute any legal proceedings it may consider relevant against the defaulting Party and all fellow offenders or accomplices, and (ii) claim for damages compensation where the confidentiality obligations set forth in the first paragraph of this Article 17 have been breached in any manner whatsoever.

The provisions contained in this Article 17 shall remain in force for a five (5) year-period following the expiry or termination for whatever cause of this Agreement or for any given Confidential Information until it enters into the public domain in some way other than by a breach of the receiving Party. By derogation to the foregoing, any Confidential Information which qualifies as “trade secrets” (with the meaning and according to the regime applicable to the “secret des affaires” pursuant to the French law n° 2018-670 du 30 juillet 2018 relative à la protection du secret des affaires) shall be kept confidential until such time as it enters the public domain in some way other than by a breach of the receiving Party.

18. FORCE MAJEURE

A Party shall be excused from any default of its herein obligations (except payment obligations in accordance with Article 11) to the extent it is prevented from

contractual performance as a result of force majeure (with the meaning granted to such expression by the French Supreme Courts) and/or circumstances beyond its control, provided that the would-be defaulting Party informs the other Party as soon as possible by registered letter with acknowledgement of receipt, within five (5) calendar days of the knowledge of the delay and describes the force majeure event within the meaning of French case law or the circumstances beyond its control, including in particular and not by way of limitation, in the event of an attack by hackers, unavailability of any equipment, supplies, spare parts, equipment owned by Customer or anyone else; the blocking of means of transport or supply, war, riot, earthquakes, fires, storms, floods, lightning, epidemics, quarantine or restrictions; and interruption, suspension, reduction or disturbance of electricity or other or any interruption of electronic communications networks.

The would-be defaulting Party shall make commercially reasonable efforts to limit the effects of the force majeure event and find an appropriate solution in order to resume the performance of its obligations as soon as possible.

If the performance of one or more of the obligations of either Party is delayed due to the occurrence of a force majeure event or circumstances beyond its control, the schedule for said performance shall be suspended until the effects of any such event or circumstances are reasonably surmountable or have subsided.

In the event that the delay of performance of any material obligation of a Party lasts for more than two (2) months, the Agreement may be terminated at the initiative of either Party, without any right to compensation on either side as a result of such delay or termination.

19. UNFORESEEN CIRCUMSTANCES

Should any unforeseen circumstances (at the date of entering the Agreement) other than force majeure make the performance of this Agreement excessively onerous for either Party, any such Party may request the other Party to renegotiate in good faith the terms and conditions of the

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Agreement, while respectively continuing to perform their obligations during any such renegotiation.

In the event of failure to successfully renegotiate, the Parties may agree to terminate the Agreement on the date and subject to the conditions they may agree upon, or request a competent Court to proceed with any required modification of the Agreement. In the latter case, if no agreement is eventually reached between the Parties within a reasonable period of time, any such Court may, at the request of either Party, revise or terminate the Agreement on the date and subject to the conditions it may decide.

20. INSURANCE

The Customer shall subscribe and maintain, for the duration of the Agreement, an insurance policy coverage which is sufficient with regards to the risks arising from, related or connected to the performance of the Services, such as any bodily injury, material or immaterial damage caused by the Customer or to any third party, agent or property thereof, including any legal compliance risks (noncompliance with regard to applicable regulations). VWT represents and warrants that for the purpose of performance of the Services, it is and will remain properly covered by the insurance policy program of the Veolia Group.

21. SUSPENSION AND TERMINATION

21.1. Circumstances for suspension or termination:

21.1.1. Suspension:

VWT may suspend the Agreement without liability to the Customer at anytime in the following cases:

- (a) without any prior notification
- (i) if the Customer has breached any of its herein material obligations and there is an urgent need to remedy such breach for the sake of the performance of the Services; or
- (ii) if any action or omission from the Customer endanger and/or put at risk the security or the functioning of the HUBGRADE™ Platform (including any of its Modules) or the performance of the Services;

provided that in either case any such suspension (including the reason for it) is brought without delay to the attention of the Customer by registered letter with acknowledgement of receipt; or

(b) following a notification to remedy any other breach of its obligations under this Agreement, whether material or not, which the Customer has left unremedied (in whole or in part) after fifteen (15) days following receipt thereof.

21.1.2. Termination:

(a) Without affecting any other right or remedy under this Agreement, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the other Party commits a material breach of the Agreement where that breach is irremediable or, if such breach is remediable, where the Party in breach fails to remedy the breach within a period of fifteen (15) days after being notified in writing to do so.

(b) VWT may terminate the Agreement if the Customer is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Customer (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Customer or the Customer enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.

(c) Either Party may terminate the Agreement for force majeure in accordance with the provisions of Article 18.

21.2. Consequences of termination:

Upon termination of this Agreement and unless for those provisions which are explicitly meant to survive any such termination, all rights granted to the Customer pursuant to or in connection with the Agreement shall immediately cease; and the Customer shall destroy any and all documents or materials, whether containing Confidential Information or

not, which has been transmitted or disclosed to it by VWT during the term of the Agreement.

Unless where the Agreement is terminated due to breach exclusively attributable to VWT, the Customer shall immediately pay all amounts payable to VWT in respect of all Services that have been provided by VWT and for the remaining term of the Agreement.

For greater certainty, the provisions of articles 7 (Limited License), 11, (Fees and Payment), 12 (Intellectual Property), 13 (Liability), 16 (Personal Data) 17 (Confidentiality) and 27 (Applicable Law and Competent Jurisdiction) shall survive expiry or termination for whatever cause of the Agreement.

21.3. Reversibility:

Upon request from the Customer, VWT may provide the Customer with a quotation for reversibility of the Equipment Data (including the results of the data analysis).

22. COMPLIANCE WITH LAWS AND POLICIES

Each Party shall comply with any and all laws and regulations (as they may evolve from time to time) which may apply to it in performing its herein obligations, including obtaining at its own costs any applicable licenses, registrations, permits and approvals required for such purposes. In particular, each Party shall at all times during this Agreement comply with:

- any applicable laws, statutes, regulations, and codes relating to any applicable anti-corruption or anti-bribery laws and regulations, including the French law known as “Loi Sapin 2” (LOI n° 2016-1691 du 9 décembre 2016 relative à la transparence, à la lutte contre la corruption et à la modernisation de la vie économique), the US Foreign Corrupt Practices Act, the UK Bribery Act or any similar applicable legislation, and/or any applicable export control laws and regulations of any jurisdiction to which any such Party is subject to, including, without limitation, obtaining any necessary export or re-export consent from the

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U.S. Department of Commerce, Export Controls Division-Foreign Affairs and International Trade Canada, (the “Relevant Requirements”); and

- any anti-bribery, anti-corruption and ethics policies of VWT, as may be updated from time to time (the “Relevant Policies”). Each Party represents and warrants that neither it nor any of its directors, officers, or employees:

1. has missed or will miss to disclose any relationship or affiliation with any foreign government official or any family member of any foreign government official it may have to;

2. has not been and will not be convicted of or pled guilty to an offense involving fraud, corruption, or moral turpitude, and is not now listed by the government or agency of any country or as debarred, suspended, proposed for suspension or disbarment, or otherwise ineligible for any government procurement programs;

3. has not and will not (directly or through an intermediary) give or offer to give, agree to give, authorize, solicit, or accept the giving of anything of value, including a political contribution or charitable donation, or grant any advantage or gift to any person, company or undertaking whatsoever including any government official, representative or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state owned company, official of a public national or international organisation, for purposes of corruptly influencing any such person in his/her official capacity and/or rewarding or inducing such person to improperly perform a relevant function or activity and/or use his/her influence to assist either Party in obtaining or retaining business, or to gain any advantage in the conduct of business for either Party or to benefit either Party or any other person

in any way, and will not otherwise violate the Relevant Requirements and Policies.

Each Party shall have and maintain in place for the duration of this Agreement sufficient policies and procedures to ensure compliance with any such Relevant Requirements and Policies and will enforce them where appropriate.

Each Party furthermore represents and warrants ensure that any each of its suppliers, agents, subcontractors and its Affiliates which perform services or provide goods in connection with this Agreement do so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those applicable pursuant to this Agreement. Each Party agrees to be responsible for the observance and performance by such persons of the relevant terms.

Each Party acknowledges and agrees that any breach with reference to the foregoing obligations as well as any partial, incorrect or false representation or warranty with reference to the foregoing representations and warranties by it shall constitute a material breach of this Agreement and that it shall promptly notify any such breach to the other Party within a reasonable time. Moreover, if either Party notifies the other that it has reasonable grounds to believe that it has committed any such breach, that Party may suspend performance of this Agreement without notice for as long as it considers it necessary to investigate the relevant conduct without incurring any liability or obligation to that other Party for such suspension; in such a case, the Parties shall take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct. Should any breach be actually constituted, then the non-breaching Party may immediately terminate this Agreement without notice and without incurring any liability and the breaching Party shall, to the maximum extent permitted by law, indemnify the non-breaching Party for any losses, damages, or expenses it may have incurred or suffered as a result of or in connection to such breach.

23. APPLICABLE LAW AND COMPETENT JURISDICTION

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the French laws, without regard to conflict of law principles thereof.

In the event of a dispute between the Parties which arises out of or is connected with the interpretation, performance or termination of the Agreement, including any contractual document forming part thereof, the Parties shall endeavour to reach an amicable settlement. To that end, the Parties shall submit their dispute, to a member of their respective senior management who shall endeavour to resolve the submitted issue within sixty (60) days following initial submission by any Party.

The Parties agree that, should the Parties fail to reach any such amicable settlement within such sixty (60) day-period, any such dispute (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Paris, France to which jurisdiction is expressly conferred, including in case of defendant plurality or judicial warranty request, including in the event of emergency or protective procedures, in summary proceedings or by request. In this respect, the parties irrevocably waive any claim that the aforementioned courts are not a convenient forum for any such suit, action or proceeding.

The Parties expressly acknowledge and agree that any such litigation shall be engaged within one (1) year following the occurrence of the event giving rise to said litigation, otherwise it shall be time-barred.

24. MISCELLANEOUS

24.1 Entire Agreement:

The Agreement shall constitute the entire agreement between the Parties with respect to the performance of any Service and shall not be modified or rescinded, except in writing signed by both Parties. The provisions of this Agreement supersede all prior oral and written

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quotations, communications, agreements, and understandings of the Parties with respect to the subject matter of this Agreement. If any provision or part of the Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable, then that provision will, to the extent required, be given no effect and will be treated as though it were not included without, as far as is possible, modifying any other clause or part of the Agreement and the validity or enforceability of the remaining provisions of the Agreement will not be affected.

24.2 Reference:

The Customer hereby grants VWT the right to (i) make use of its company name, logo and a sample message as “Model client” for purposes of public communication or commercial promotion at no cost to VWT and publish testimonials provided the content and procedures for publication thereof have been mutually agreed between the Parties.

24.3 Evidence:

The Parties hereby agree to accept any electronic communication as a form of evidence, including but not limited to any e-mails, Notifications, connection logs, tokens or results provided by tracking and tracing tools of the HUBGRADE™ Platform. Any printout of these elements is considered to be authentic and binding between the Parties.

24.4 Severability:

Should any term or provision of this Agreement be found to be invalid or otherwise unenforceable, any such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either Party having knowledge of the presumed non-applicability of any such term or provision shall promptly inform the other.

24.5 Assignment:

VWT may transfer or assign any rights and obligations under this Agreement to any Affiliate thereof without the other Party's prior written consent provided VWT has notified any such transfer or assignment to the Customer.

25. SUSTAINABLE DEVELOPMENT

Since VWT belongs to the Veolia Group, it applies a sustainable development policy aimed at promoting human rights, facilitating social welfare and preserving the environment. The Customer acknowledges and agrees that it is well-versed in the laws and regulations applicable in these domains as well as the policies set by the Veolia Group such as the Veolia Commitments to Sustainable Development, the declaration of commitment to Diversity and the declaration of Commitment to accident Prevention and Health & Safety.