

These Customer General Contract ("**CGC**" or "**Main Agreement**") and the applicable Specific Terms (together the "**Terms**") are applicable between the SUEZ entity designated in the Order ("**SUEZ**") and the Partner subscribing to an Offer from SUEZ and these Terms by signing the Order.

## **1. ORDER OF PRECEDENCE**

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The CGC outlines the general terms applicable to the Order, supplemented by the Specific Terms applicable to the Offer subscribed to by the Partner. The following documents shall govern (together the "**Agreement**") and, in case of conflict the higher ranking document shall prevail:

- i. The Order
- ii. The Specific Terms
- iii. The CGC
- iv. The Offer

The general terms of the Partner are not applicable and are expressly excluded by the Parties.

The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and cancels and supersedes all prior statements, negotiations, communications, and agreements relating to the same subject matter.

## **2. DEFINITIONS**

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

**Embargo Measures:** means the legal provisions of the United States of America, the European Union, and the countries where the Terms are executed, in whole or in part, directly or indirectly prohibiting any transaction, including certain imports or exports of goods and/or services, or any other transaction with certain legal entities or natural persons, as well as any similar provisions applicable to SUEZ, the Partner, and their direct and indirect shareholders under the applicable law in their country, and/or to which SUEZ, the Partner, and their direct and indirect shareholders are subject, pursuant to the regulations of the relevant authorities in said countries.

**End Customer:** means the final customer of the Partner, identified in the Order, and exclusively benefiting from the Services for their own professional needs.

**Equipment:** means the physical equipment, devices, accessories, and parts provided by SUEZ to the Partner, subject to these Terms, including any firmware if applicable.

**Offer:** means any offer (in the form of a quotation or otherwise) issued by Suez and identified in an Order, which consists of Software, Software Maintenance Services, Professional Services, Equipment, or a combination of any of the foregoing and any associated documentation.

**Order:** means the document signed by the Parties, which constitutes acceptance by the Partner and by Suez of the Offer, including the associated financial elements, and which incorporates (directly or by reference) these Terms.

**Parties:** means both SUEZ and the Partner identified in the Order.

**Professional Services:** means services provided by SUEZ to the Partner, subject to the Professional Services Specific Terms pursuant to the applicable Order, excluding Software Maintenance Services. Professional Services may include, but are not limited to the installation, interfacing, configuration, integration and/or customisation of the Software, specific developments, and training.

**Services:** means collectively the provision of Software, Maintenance Services, Professional Services, and/or Equipment (and associated services) stipulated in the applicable Order.

**Software Maintenance Services:** means the services provided by SUEZ to the Partner consisting of correcting or providing a workaround for any reproducible anomalies of the Software, subject to the Software Maintenance Services Specific Terms pursuant to the applicable Order.

**Software:** means the software modules provided by SUEZ to the Partner, subject to the Software Specific Terms pursuant to the applicable Order.

**Specific Terms:** means additional contractual documents that apply to an Offer as attached hereto or set forth or referenced in the CGC and/or the Order, notably regarding the provision of Software, Equipment, Software Maintenance Services, and/or Professional Services.

**Taxes and duties:** means the taxes and duties that current law imposes upon the Partner, specifically those related to the execution of the Services, excluding taxes and duties relating to income and payroll which current law mandates SUEZ to bear strictly for its part.

### **3. FRAMEWORK AGREEMENT**

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The CGC provides a framework governing the contractual relations between the Parties for all Orders concluded between the Parties that reference or include these terms.

The Parties agree that the Services may directly benefit the Partner or its End Customers.

### **4. DURATION**

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The CGC comes into effect from the date of signature of the first Order and, unless terminated earlier, remains in force, unless terminated early for any reason, until the expiration of the last Order.

All Orders shall come into effect from the date of their last signature, for the duration stipulated therein, unless terminated earlier subject to the Terms.

### **5. FINANCIAL CONDITIONS**

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The price is set forth within the applicable Order. Unless otherwise specified in the applicable Order, the price is indicated in euros, exclusive of tax, and without any discount.

Any travel and accommodation expenses incurred by SUEZ personnel will be invoiced at an additional cost.

In the event that the Partner wishes to subscribe to a new Offer, the Parties will enter into a new Order.

Unless otherwise specified in the applicable Order, the applicable prices are subject to annual revision as of January 1st in accordance with the following formula:  $P_n = P_o \times (S_n/S_o)$ , where  $P_n$  represents the updated applicable prices for the year;  $P_o$  represents the initial prices;  $S_n$  represents the latest Syntec index known on the date of the price revision;  $S_o$  represents the Syntec index known on the date of entry into force of the previous price revision. In the event that the Syntec index disappears, the Parties will determine the new reference by mutual agreement.

The billing address is the address specified within the applicable Order, which also outlines the payment schedule for the Services and the frequency of fee payments. By default, and unless a different frequency is stipulated within the applicable Order, the fees applicable to the Services are non-cancellable and non-refundable. These fees are invoiced as follows: (i) annually for Software provided in SaaS mode and Software Maintenance Services, (ii) in a single instalment for Software provided in On-Premise mode and for Equipment, and (iii) upon provision for Professional Services and services associated with the Equipment, payable in arrears (with the first year calculated on a *pro-rata* basis from the commencement date until the following 31st December).

Unless otherwise agreed between the Parties within the applicable Order, invoices from SUEZ are payable within thirty (30) days from the date of the invoice.

Any late payment will automatically, without prior notice, incur a late payment interest equal to three (3) times the legal interest rate in France, calculated per day of delay from the due date indicated on the unpaid invoice until the effective payment date, without prejudice to any other contractual and legal rights and remedies SUEZ may have, including notably the right to suspend the provision of unpaid Services until their settlement. A fixed indemnity for recovery costs amounting to forty (40) euros (or any other amount set by

applicable regulations) will be due automatically in case of recovery, notwithstanding the reimbursement of actual justified recovery costs.

Without prejudice to any other rights and remedies available to SUEZ, in the event that the scope of the Services subscribed to by the Partner within the applicable Order is exceeded, the Partner agrees to promptly adjust the applicable fee upon presentation of the corresponding invoice by SUEZ.

The royalties and other fees described in the Order are stated excluding Taxes. If SUEZ is required to pay Taxes, the Partner shall reimburse SUEZ for the amounts paid. Accordingly, the Partner hereby undertakes to compensate SUEZ for any Tax, cost, interest, and associated penalty paid or due by SUEZ. If a withholding tax applies, the Partner will pay the said withholding tax to the competent tax authority on behalf of SUEZ.

If the Partner has subscribed to an offer through an authorised reseller of SUEZ, different conditions regarding invoicing and payment may apply between the Partner and the said reseller. In this context, SUEZ may share with the reseller information regarding the usage and consumption of Services by the Partner for account management and invoicing purposes.

## **6. CHANGE REQUESTS**

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SUEZ undertakes to treat any request by the Partner to change the Service in good faith and to respond to the change request within a reasonable timeframe, including its operational and financial aspects.

If the Parties do not agree on the change request, SUEZ will continue to execute the Services in accordance with the initial conditions. Change requests accepted by SUEZ will be subject to the Terms.

## **7. INTELLECTUAL PROPERTY**

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Any intellectual property rights relating to any element developed or acquired by either Party prior to the entry into force of the Terms or independently, such as patents, trademarks, software, designs and models, know-how, data, and information, whether registered or not, shall remain the exclusive property of that Party.

With the exception of the stipulations under the Specific Terms, the Parties agree that the Terms do not entail any transfer of ownership of their intellectual property rights or grant any licence to the other Party, and that SUEZ remains the holder of the intellectual property rights over the Services.

For the sole purpose of enabling SUEZ to provide the Services to the Partner, the Partner grants SUEZ a non-exclusive, royalty-free, sub-licensable right, applicable worldwide and solely for the duration of each Order, to access, use, reproduce, represent, store, and adapt its intellectual property rights as well as all data communicated to SUEZ. This licence includes all rights necessary to enable SUEZ to provide the Services to the Partner.

## **8. WARRANTY**

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SUEZ warrants that it holds all intellectual property rights necessary to enter into these Terms. Accordingly, SUEZ undertakes, at its discretion and expense, to either defend or settle any demand, claim, or legal proceeding, whether judicial or extrajudicial, brought by a third party against the Partner that alleges the elements provided by SUEZ under the Terms infringe any intellectual property right.

In such circumstances, SUEZ shall fully indemnify the Partner for all expenses (including reasonable legal and defence costs), damages (or settlement amounts where applicable) to which the Partner may be liable as determined by a competent court (judicial or arbitral), provided that:

- the Partner informs SUEZ, as soon as it becomes aware, of such action;

- the Partner agrees to provide SUEZ with all documents and information in its possession, as well as any reasonable assistance required for its defence; and
- the Partner grants SUEZ exclusive control over its settlement and/or any resulting litigation, unless agreed otherwise between the Parties and (1) excluding any action brought before criminal courts, for which the Partner retains control of its defence; and (2) excluding any transaction that would impose any obligation, particularly financial, on the Partner. In such case the prior written agreement of the Partner will be necessary.

SUEZ's foregoing indemnification obligation will not apply if the said claim is solely attributable to: (1) the modification of the elements provided by SUEZ by any party other than SUEZ; (2) the combination of elements provided by SUEZ with products, data, or processes licensed or procured from a party other than SUEZ; (3) any unauthorised use of the elements provided by SUEZ; or (4) any action arising as a result of Partner data or any deliverables or components not provided by SUEZ.

The aforementioned provisions constitute the sole and exclusive obligations and liabilities of SUEZ, and the sole and exclusive rights and remedies of the Partner in the event of a breach by SUEZ under this warranty.

Apart from the warranties expressly provided for in the Terms, SUEZ excludes any other express or implied warranty, including any implied warranty of merchantability, fitness for a particular purpose or use, availability, title, and/or non-infringement, except for legal warranties for which no valid waiver is possible.

The Partner undertakes to obtain all necessary legal, administrative, regulatory, and/or contractual authorisations and clearances required for the performance of the Terms. These authorisations and clearances are the exclusive responsibility of the Partner.

To the extent permitted by law, the Partner undertakes and warrants that it will comply, at all times and throughout the duration of the Terms, with all obligations set forth in the Terms throughout its duration, particularly those pertaining to compliance with laws and regulations, including Embargo Measures, as applicable.

In the event that the Partner places an Order for the benefit of an End Customer, the Partner warrants to SUEZ that it is authorised under the Terms with the End Customer to engage SUEZ as a subcontractor. Within this context, the Partner retains sole liability towards the End Customer for the complete execution of the Terms between the Partner and the End Customer. The Partner is explicitly prohibited from creating any obligation, liability, condition, or warranty binding SUEZ, from entering into contracts or acting on behalf of SUEZ, from waiving any of SUEZ's rights and/or excluding its liability, or from modifying any right, obligation, or agreement of SUEZ stipulated herein in relation to the End Customer.

## **9. CONFIDENTIALITY**

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All information or data, in any form and on any medium whatsoever, disclosed by one of the Parties (hereinafter, the "**Disclosing Party**") to the other Party (hereinafter, the "**Receiving Party**") in connection with the Terms which is marked as confidential or which may reasonably be understood as confidential by the Receiving Party given the nature of the information disclosed and the circumstances of its disclosure (hereinafter, the "**Confidential Information**") shall be deemed confidential hereunder. The Parties expressly agree that the Terms and its contents are Confidential Information.

Throughout the duration of the Terms, the Parties mutually undertake not to use the Confidential Information of the other Party for purposes other than those provided for under the Terms, nor to disclose such information to third parties without obtaining prior written consent from the Disclosing Party.

Notwithstanding the foregoing, each Party may disclose the Confidential Information of the other Party to its personnel (including representatives, employees, contractors, etc.), consultants, and subcontractors to the extent necessary for the performance of the Terms, provided that they are bound by similar confidentiality obligations. Each Party shall remain responsible for the use of the Confidential Information of the other Party by its personnel, consultants, and/or subcontractors.

Furthermore, each Party may disclose Confidential Information of the other Party to comply with any applicable law, regulation, administrative or judicial authority. Prior to such disclosure, the Receiving Party shall, to the best of its ability, protect the relevant Confidential Information and, if possible, promptly inform the Disclosing Party to allow it a reasonable opportunity to seek a protective order.

The following information and data shall not be considered as Confidential Information:

- information already in the possession of the Receiving Party prior to its disclosure by the Disclosing Party;
- information that is in the public domain prior to its disclosure by the Disclosing Party to the Receiving Party, or becomes publicly available thereafter provided that the Receiving Party is not responsible for its public disclosure.
- information received from a third party in good faith who was not or is not bound by any confidentiality or secrecy obligation towards the Disclosing Party at the time of disclosure to the Receiving Party; or
- information resulting from internal developments undertaken in good faith by members of the Receiving Party's staff who have not previously had access to the Confidential Information disclosed by the Disclosing Party to the Receiving Party and in accordance with the prior contracts concluded between the Parties.

Each Party undertakes to maintain the confidentiality of the Confidential Information received from the other Party and to implement all necessary measures to prevent any unauthorised disclosure.

The confidentiality obligations under this article shall remain in force for a period of five (5) years following the termination of the Terms, regardless of the reason for termination.

## **10. DATA**

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In the event that personal data is processed for the purpose of executing the Services, each Party undertakes to comply with the obligations incumbent upon it in accordance with the applicable law and SUEZ's Personal Data Policy.

SUEZ may collect information regarding the usage, operation, support, and maintenance of the Services, and the Partner undertakes to authorise or to obtain authorisation for SUEZ to use this information for the purpose of supporting, maintaining, monitoring, operating, developing, and enhancing its products and services, or enforcing its rights. SUEZ undertakes to aggregate and/or anonymise the data to ensure that the Partner is not identified or identifiable and that it does not contain personal data outside the scope of the Personal Data Policy. SUEZ may share this information with a partner solely for the needs of the Order.

## **11. SECURITY**

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Each Party undertakes to implement, to the best of its ability, appropriate technical measures to ensure the security of the infrastructures and data exchanged within the scope of the Services. Both Parties will endeavour to uphold the integrity, confidentiality, and availability of the infrastructures and data processed within the scope of the Services, by implementing technical and organisational measures aimed at preventing any fraudulent access or use of the Services and data.

## **12. LIABILITY**

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The liability of the Parties shall not be limited in the event of damages arising directly from:

- (i) gross negligence, wilful or intentional misconduct;
- (ii) death or personal injury; or
- (iii) circumstances for which exclusion or limitation of liability is not permitted under applicable law.

Without prejudice to the provisions of the above paragraph, neither Party shall be liable to the other for indirect damages or in the event of loss or corruption of files or Data, loss of revenue or profit, loss of opportunity (excluding payment of fees under the Terms, which constitutes direct and compensable damage), loss of clientele or potential customers, and/or loss of opportunity, regardless of the cause, even if the Party has been advised of the possibility of such damages.

The total liability of SUEZ with regard to the Partner under the Terms, regardless of the cause of the action, shall under no event exceed an amount equal to the sums actually paid by the Partner for the applicable Service during the twelve (12) months preceding the claim. Furthermore, the Partner waives any recourse against SUEZ beyond a period of two (2) years after the occurrence of the cause of action. In any event, the Partner undertakes to use its best efforts to minimise potential damages that may be suffered by itself, by a third party, or by SUEZ, arising from or in connection with the Services.

The Parties acknowledge that, given their respective rights and obligations and the nature of the Services, the price and this liability clause reflect the allocation of risks and the economic balance of the Terms as desired by the Parties. The Terms exhaustively list all rights and remedies of the Parties in the event of non-performance of the Terms by the other Party.

Unless expressly stated otherwise in the Order, SUEZ will use its best efforts to comply with its obligations.

SUEZ shall not be held liable for any loss or damage, or for any non-performance or delay in performance, to the extent that such loss, damage, non-performance, or delay is due to:

- (i) a force majeure event as defined herein;
- (ii) an act of the Partner (including affiliates, employees, contractors, subcontractors, etc. of the Partner);
- (iii) an instruction or information transmitted by the Partner; or
- (iv) an act of a third party.

Similarly, SUEZ shall incur no liability or obligation of any kind by relying on or complying with such instructions, approvals, or other information transmitted by the Partner.

The Parties expressly agree that any penalty or service credit paid to the Partner in the Terms sets forth Suez's sole liability and the Partner's sole and exclusive remedy.

## **13. TERMINATION**

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In the event of a material breach by one of the Parties of one of its obligations under the Terms, which remains unremedied for a period of thirty (30) calendar days from the receipt of notice sent by the non-defaulting Party via registered letter with acknowledgment of receipt, the non-defaulting Party may automatically terminate the applicable Order due to the material breach, with immediate effect, and without further formality at the expiration of the aforementioned thirty (30) day period, without prejudice to any other rights it may have.

Partner may terminate an Order or all Orders or the Terms in the following cases: non-compliance with embargo rules, breach of confidentiality, violation of the Ethics Charter by SUEZ.

SUEZ may terminate an Order or all Orders or the Terms in the following cases: non-payment of royalties, non-compliance with the Software usage rights, non-compliance with embargo rules, breach of confidentiality, infringement of its intellectual property rights, violation of the Ethics Charter by the Partner.

The articles "Confidentiality", "Personal Data", "Liability", "Consequences of Termination", "Reversibility", "Miscellaneous", and "Governing Law - Jurisdiction" shall survive the termination of the Terms.

### **13.1 Effect of termination**



In the event of termination of the Terms or Orders due to a breach by the Partner, it is expressly agreed between the Parties that all sums paid shall be retained by SUEZ, which will invoice all remaining fees until the end of the Terms (or for the current year if the termination occurs after its renewal). If the Terms are terminated exclusively due to a breach by SUEZ, SUEZ shall reimburse the Partner any sums paid in advance for the remaining contractual period as of the effective date of termination.

In the event of expiration or termination of the Terms or of all or part of the Orders, for any reason whatsoever: (i) the licences and all other rights granted to the Partner under the Terms or within the scope of the expired or terminated Orders shall automatically terminate; (ii) all Confidential Information provided by either Party to the other under the Terms or relating to the expired or terminated Orders shall be returned upon the first request of the other Party; (iii) all unpaid fees and charges become immediately due and payable; and (iv) the Partner shall destroy all copies of materials provided by SUEZ under the Terms and provide written attestation that said materials have been destroyed and that the Partner does not retain any copies.

In the event of expiration of the Terms, for any reason whatsoever, SUEZ undertakes, upon the Partner's request, to facilitate the Partner in recovering all of its data to which SUEZ has had access in the course of performance of these Terms, in a structured, commonly used and machine-readable format.

In the event of expiration or termination of the Terms or any or all of the Orders, the Partner may request SUEZ to provide a reversibility assistance service to assist in the recovery of service provisions by the Partner itself or by any successor provider chosen by the Partner, and to allow the Partner to retrieve all of its data to which SUEZ has had access in the context of the performance of this Terms, in a standard, non-proprietary, and readable format, in accordance with the applicable financial conditions. SUEZ will provide a written quote which, if accepted by the Partner, shall be subject to a specific order under the Terms.

### **13.2 Discontinuity**

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

## **14. FORCE MAJEURE**

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In the event of a force majeure event, i.e. any event beyond the control of the Parties, which could not reasonably have been foreseen at the time of the conclusion of the Terms and whose effects could not be avoided by appropriate measures (including, but not limited to, fires, floods, natural disasters, epidemics, acts of war, disruption of telecommunication or electrical networks, viruses, cyber-attacks, and acts of terrorism) resulting in one of the Parties being temporarily prevented from performing its obligations under these Terms, the respective obligations of the Parties shall be suspended, and neither Party shall incur liability as a result thereof.

If the force majeure event continues for more than thirty (30) consecutive days, either Party may automatically terminate the applicable Terms by sending a written notice to the other Party by registered letter with acknowledgment of receipt, and neither Party shall incur liability as a result thereof.

## **15. PERSONNEL**

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### **15.1 Subordination of SUEZ personnel**

SUEZ, in its capacity as employer, is responsible for the administrative, accounting and social management of its employees, who remain under its hierarchical and disciplinary authority in all circumstances. In this regard, each Party declares that it complies with the legal provisions regarding the individuals it employs. Furthermore, SUEZ's collaborators assigned to the performance of the Services remain under the full and exclusive responsibility of SUEZ. SUEZ is solely authorised to provide instructions to its personnel, even if they are working on the Partner's premises or on its information system.

### **15.2 Personnel satisfaction**

If, at any time, either Party is dissatisfied with the activities of a member of the other Party's personnel, the dissatisfied Party shall immediately notify the other Party with written justification in order to request their replacement. The other Party will decide on the requested replacement (subject to the availability of personnel in the case of SUEZ) at its reasonable discretion.

### **15.3 Non-solicitation of personnel**

Each Party waives the right to directly or indirectly solicit or employ any employee of the other Party without the express prior consent of the latter. This waiver is valid for the entire duration of the Terms and for twelve (12) months following its termination. In the event that either Party breaches this obligation, it undertakes to compensate the other Party by immediately paying, upon simple request, a lump sum equal to twelve (12) times the gross monthly salary of the employee at the time of their departure.

## **16. ETHICS**

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The Ethics Charter and the "Ethical Practices" guide that SUEZ has committed to adhere to are accessible on its website [www.suez.com](http://www.suez.com) or available upon request at the following address: [ethics@suez.com](mailto:ethics@suez.com).

If the Partner has also materialised its commitments to promote ethics and compliance (particularly regarding respect for human rights, health and safety of personnel and third parties, environmental protection, anti-corruption efforts, competition law, and economic sanctions) through binding rules in its professional activities and relationships with suppliers, customers, and partners, it undertakes to communicate them to SUEZ upon first request and to adhere to them throughout the entire duration of the Terms.

In the event that the Partner does not have binding rules reflecting its commitments to ethics and compliance, it acknowledges having reviewed and adhered to SUEZ's commitments regarding ethics and sustainable development as stipulated in the Ethics Charter and the guide "Ethical Practices" referred to in the first paragraph.

In all cases, the Partner represents and warrants to SUEZ that it complies with the standards of international law and national law referenced in these documents, particularly with regard to respect for human rights, health and safety of personnel and third parties, environmental protection, anti-corruption efforts, competition law, and economic sanctions. The Partner further undertakes to respect, and ensure that its suppliers and subcontractors respect, these same standards in the execution of the Terms.

At any time during the duration of the Terms, SUEZ may request from the Partner evidence of compliance with the obligations of this article, including through a compliance audit of the Partner and/or its subcontractors.

Each Party further undertakes to: (i) promptly notify the other Party upon becoming aware of any event that could constitute a breach or violation of any commitments under this article; (ii) provide the other Party with all necessary assistance and documentation to respond to any request from a duly authorised authority regarding anti-corruption efforts, such as the French Anti-Corruption Agency and its local equivalents.



Any breach of the provisions of this article shall constitute a material breach of the Terms, allowing SUEZ to suspend the execution of the Terms and/or the Orders by providing notice to the Partner, and/or to terminate the Terms and/or the Orders by providing prior notification to the Partner. Such termination shall take effect upon the expiration of the period indicated in the said notification, which will be determined according to the severity of the breach. Such suspension or termination of the Terms and/or the Orders shall be deemed to occur exclusively due to the fault of the Partner.

Notwithstanding any provision to the contrary in the Terms and the Orders, and without prejudice to the paragraph above, the Partner shall indemnify SUEZ for all costs, penalties, damages, and other losses and liabilities incurred as a result of any breach by the Partner of the provisions of this article.

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**17. MISCELLANEOUS**

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The Partner is prohibited from transferring the Terms to a third party (by asset transfer, sale of business, merger, acquisition, change of control, etc.) without the prior express consent of SUEZ.

The Partner may only subcontract all or part of the performance of its obligations under the Terms with the prior written consent of SUEZ. The Partner must provide SUEZ with the name, address, and details of the services to be subcontracted to the proposed subcontractor so that SUEZ can give or withhold its consent. In any event, the Partner shall remain liable to SUEZ for the proper performance of the obligations carried out by the subcontractor it has chosen. SUEZ may subcontract all or part of the performance of the Services to a subcontractor. However, SUEZ remains liable to the Partner for the subcontracted Services.

In the event that one or more provisions herein are considered null, unenforceable, or inapplicable by any competent jurisdiction, the other provisions of these terms shall remain valid, enforceable, and binding, unless otherwise determined by such jurisdiction. However, the Parties agree that in such a case, they will negotiate replacement provisions in good faith that will be (i) valid, enforceable, and binding and (ii) consistent with the original intent of the Parties.

The failure of either Party to enforce an obligation by the other Party under these terms shall not be interpreted for the future as a waiver of such obligation.

No modification of the Terms shall be effective unless it is made in writing and signed by both Parties.

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**18. APPLICABLE LAW - JURISDICTION**

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The Terms shall be governed by the applicable laws set forth in the table below, without reference to any rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Terms.

In the event of a dispute concerning the negotiation, execution, interpretation, and/or termination of the Terms, the Parties shall attempt to find an amicable solution to their dispute, involving their respective general management. If they fail to do so within thirty (30) days from the date on which the most diligent Party notified the other Party of the dispute, the Parties agree that their dispute shall be subject to the exclusive jurisdictions set out in the table below.

If the SUEZ DIGITAL SOLUTIONS entity mentioned in the Order is located in/at :	The applicable legislation will be :	Any dispute arising out of or in connection with the Terms shall be :
United Kingdom	the laws of England and Wales	Courts of England and Wales
United States of America	the laws within the state of Illinois	Courts of the state of Illinois
New Zealand	the laws of New Zealand	Courts of New Zealand
France and the rest of the world	the laws of France	Commercial court of Nanterre, France

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