

These Professional Services Terms aim to define the conditions applicable to the Professional Services provided by SUEZ to the Partner and are specified in the applicable Order.

1. DEFINITIONS

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

Main Agreement : means the Main Agreement executed by the Parties which incorporates these Specific Terms by reference.

Deliverable : means any item (software, documentation, etc.) developed by SUEZ on behalf of the Partner as part of the Professional Services.

Major Defect : means, if applicable, a Deliverable that does not comply with the essential acceptance criteria applicable and corresponding to the Deliverable, as defined in the Order.

Specific Developments : means documentary elements and/or specifications, as well as software components and IT elements, including studies, models, analyses, configurations, developments in object codes and source codes, designed, developed, or produced by SUEZ specifically for the Partner within the scope of the Agreement.

2. SCOPE OF PROFESSIONAL SERVICES

All Professional Services to be performed by SUEZ, their execution conditions, schedule, and scope are described in the applicable Order.

3. COLLABORATION

The Parties agree to collaborate closely and in good faith.

Each Party will designate a single point of contact responsible for coordinating and implementing the Professional Services.

No governance established by the Parties in an Order shall decide on any modification of the price or commitments of the Parties without the signature of a written amendment.

Each Party must communicate to the other Party all relevant or necessary information for the Professional Services, after verifying that it is complete and accurate.

Each Party undertakes to notify the other Party, as soon as it becomes aware, of any element, event, or act likely to affect the proper execution of the Agreement, take all necessary measures within its power and within its responsibility to remedy it, and monitor the implementation of these measures.

The Partner acknowledges and accepts that: (i) the ability to provide the Professional Services and/or the quality of the Deliverables depends on the accuracy and completeness of the Partner's information and/or data, (ii) SUEZ may rely on the accuracy and completeness of the Partner's information and/or data without any independent research or verification, and (iii) SUEZ shall have no liability in respect of any claim relating to inaccurate or incomplete Partner information and/or data that the Partner is not entitled to provide to SUEZ (together, the "**Inaccurate Data**"). The Partner accepts full liability for any errors resulting from Inaccurate Data.

Each Party acknowledges and accepts that this clause benefits both Parties by reasonably defining the limits and responsibilities relating to the use of third-party data in the context of the Orders.

The Partner and SUEZ will agree within the Order on a matrix defining the sharing of responsibilities between SUEZ and the Partner within the framework of the performance of the Professional Services, based on the "RACI" method.

4. OBLIGATIONS OF SUEZ

All Professional Services to be performed by SUEZ, their conditions of performance, terms, and scope are described in the applicable Order, and SUEZ will make its best efforts to adhere to them under the conditions stipulated in the Agreement.

SUEZ undertakes to ensure that the Professional Services will be carried out by professionals with the skills reasonably required for the said Professional Services.

SUEZ does not provide any legal, tax or accounting advice.

5. OBLIGATIONS OF THE PARTNER

The Partner agrees to grant SUEZ (and its subcontractors) access to any installation and workspace to the extent reasonably necessary for the provision of Professional Services.

The Partner agrees to make the necessary decisions for the smooth running of the Professional Services and to provide SUEZ with the technical and human resources for the performance of the Professional Services insofar as they are available.

The Partner will inform SUEZ of the specific practices and constraints related to its activity at the beginning of the Professional Services.

The Partner will obtain the necessary regulatory and/or administrative authorisations required for the needs of the Professional Services.

Where applicable, the Partner will provide SUEZ with all the necessary information for the configuration of the Software.

6. ACCEPTANCE

Unless otherwise stipulated in the Order, the following acceptance procedure shall apply when Deliverables are subject to acceptance conditions:

- Upon delivery of a completed Deliverable by SUEZ, the Partner will have ten (10) days ("**Acceptance Period**") to accept or reject the Deliverable based on the acceptance criteria specified in the Order for that Deliverable.
- If the Deliverable meets the acceptance criteria defined in the Order, the Partner must accept the Deliverable. Acceptance may not be unduly refused by the Partner. If the Partner notifies SUEZ that it has rejected the Deliverable due to a Major Defect, it must provide written justification for its refusal within the aforementioned ten (10) days Acceptance Period.
- A reasonable period will be granted to SUEZ to correct the relevant Deliverable. If the Partner does not expressly reject the Deliverable during this period by providing written justification for its refusal due to a Major Defect, the Deliverable will be considered accepted at the end of said period.
- Any use of a Deliverable by the Partner will constitute acceptance of the Deliverable.
- If no acceptance criteria are defined in the Order, the said Deliverable will be deemed accepted upon delivery to the Partner.

7. SCHEDULE

The Order may define an estimated schedule for the execution of Professional Services as well as the allocation of responsibilities of each Party in this respect. In this context, the Partner undertakes to complete the tasks assigned to it within the specified deadlines and to actively and regularly collaborate with SUEZ. The Parties agree that an extension of the deadline for the execution of Professional Services will be granted to SUEZ in case of impossibility to meet the deadlines due to the Partner or a force majeure event. The Parties further agree that the deadlines stipulated in the schedule are indicative only and without warranty of any kind. Exceeding these deadlines by SUEZ cannot give rise to any withholding or compensation of any kind.

8. WARRANTY

The provisions of this article complement Article "Warranty" of the Main Agreement for the Professional Services.

SUEZ warrants that the Deliverables resulting from the Professional Services will substantially comply with the characteristics and functionalities described in the agreed specifications for a period of ninety (90) days from the date on which the Deliverable is made available. If it is established that SUEZ has failed to meet this warranty obligation, following notification to this effect from the Partner as outlined below, SUEZ may, at its discretion and expense: (i) modify or correct the Deliverable, or (ii) replace the Deliverable.

If, despite commercially reasonable efforts to do so, SUEZ is unable to implement the aforementioned measures, either Party may terminate the relevant Order, and SUEZ shall refund the Partner's prepaid fees, if applicable, on a *pro rata* basis for the non-use of the Deliverable from the date of termination.

In order to benefit from this warranty and its associated remedies, the Partner agrees to notify SUEZ in writing, providing all the details considered to be reasonably necessary, of the alleged breach within ten (10) days of its occurrence.

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