

These Software Maintenance Terms aim to define the terms applicable to the Software Maintenance Services provided by SUEZ to the Partner and stipulated within the applicable Order. The maintenance terms outlined herein do not apply to hardware.

1. DEFINITIONS

Unless otherwise defined in these Software Maintenance 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.

Territory: means the territory(ies) on which Software Maintenance Services are provided to the End-Customer(s), as defined in the Main Agreement or in the applicable Order.

Updates: means the functional and technical modifications, error corrections, enhancements relating to existing functionalities carried out within the scope of the Software Maintenance Services.

2. SCOPE OF SOFTWARE MAINTENANCE SERVICES

2.1 General provisions

All Software Maintenance 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 comply with them under the conditions described in the Agreement.

2.2 Service level agreements

During the duration stipulated in the applicable Order, SUEZ undertakes to adhere to the service level agreements applicable to the Software Maintenance Services, as defined in the Main Agreement or in the applicable Order.

3. OBLIGATIONS OF THE PARTNER

The Partner undertakes to make the necessary decisions for the proper performance of the Software Maintenance Services and to provide SUEZ with the technical and human resources required for the performance of the Software Maintenance Services to the extent of their availability.

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

The Partner will obtain the necessary regulatory and/or administrative authorisations for the purposes of the Software Maintenance Services.

Unless otherwise specified in the applicable Order, the Partner agrees to provide first and second level of support to any End-Customer subscribing to Software Maintenance Services in the Territory. The first level of maintenance involves resolving or circumventing non-blocking incidents and assisting Users.

4. UPDATES

The Partner has the right to use the Updates under the same conditions as the Software, in accordance with the Specific Software Terms applicable between the Parties. This right of use does not entail any transfer of ownership or waiver of the rights held by SUEZ on the Updates.
