

These Software Specific Terms aim to define the conditions applicable to the Software provided by SUEZ to the Partner and stipulated within the applicable Order.

## **1. DEFINITIONS**

---

Unless otherwise defined in these Software 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.

**Documentation**: means the documentation describing the characteristics, functionalities and conditions of the Software.

**Information System**: means the entirety of the Partner's hardware, software, and network resources, under their own responsibility.

**Content**: means any information, data, document, and, in general, any content uploaded to the Software by the Partner, the End Customer or the Users as the case may be and under their sole responsibility.

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

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

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

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

## **2. SCOPE OF THE LICENCE**

---

### **2.1 Rights of use**

When the Software is made available to the Partner in On-Premise mode, and/or in SaaS (*Software as a Service*) mode, as stipulated in the applicable Order, SUEZ grants the Partner, in consideration of the payment of the fees specified in the applicable Order, a non-exclusive, non-transferable right to use the Software and Documentation for the Partner's internal professional needs (including the ability to sublicense the use rights on the Software to its End Customer under the conditions and limits provided herein), for the duration and within the Territories or Project defined in the applicable Order, within the limits of the Rights specified in the Order and subject to the terms and conditions defined herein. In order to sublicense the Software to End Customer, the Partner must ensure that End Customer agrees to licensing terms and conditions governing the use of Software, which terms shall not be less protective nor less restrictive than the Agreement. The Partner's right to market and resell the Software, if any, does not include the right to use for its own benefit, reproduce, publish or license the Software or the Documentation to others, except as expressly provided herein.

### **2.2 Users**

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

The Partner undertakes to ensure that Users use the Software in accordance with the Agreement and the Documentation. In this respect, the Partner warrants that Users will comply with the Software's terms of

use and the terms of the Agreement. Users should, *a priori* and given their functions and profile, not be likely to misappropriate the Software or use it for malicious purposes. It is understood that, in any case, the use of the Software is under the sole liability of the Partner.

The Partner shall immediately notify SUEZ in writing upon becoming aware of any unauthorised use of the Software by a third party and take all reasonable measures to cease such unauthorised use.

### **2.3 Prohibitions**

Subject to the express authorisations granted in the Agreement, the Partner and its Users undertake not to:

- use the Software for purposes other than those strictly provided within the Agreement, including providing services to third parties (for example, as a service bureau or shared services centre), circumvent or disable any functionality or security or technical measure of the Software, or transmit viruses, worms, Trojan horses, or any other malicious software that may harm the Software, SUEZ, or any other user;
- modify, adapt, alter, translate, or create derivative works from the Software or any component thereof;
- sublicense (with the exception of the right to sublicense the rights to use the Software to its End Customer under the conditions and limits provided herein), expose, sell, allow part-time use ("time-sharing"), rent, lend or otherwise transfer the Software to a third party;
- reverse engineer, decompile, disassemble, or attempt to obtain the source code of the Software, except to the extent permitted by applicable law;
- allow any person other than the Users to use the Software, with the Partner being responsible for the use of the Software;
- interfere with or disrupt the performance of the Software (for example, through penetration testing);
- correct errors, defects, and any other anomalies in the Software;
- violate the legitimate interests of SUEZ and/or its licensors, particularly their intellectual property rights and other rights relating to or connected with the Software;
- remove or modify the trademark, logo, or any other distinctive sign of SUEZ contained in the Software.

The Partner expressly warrants that it has all the rights and powers to use the Services.

The devices, equipment, software, and information that the Partner uses and/or provides in the provision of the Services must meet all prerequisites communicated by SUEZ. In any case, the Partner undertakes to respect the specifications communicated by SUEZ during the duration of the Agreement.

### **2.4 Maintenance**

Unless otherwise specified in the Specific Terms, SUEZ reserves the exclusive right to maintain the Software, in accordance with applicable law. Furthermore, SUEZ discretionarily decides on the Upgrades of the Software, provided that it does not result in any substantial functional regression for the Partner.

### **2.5 Compliance**

During the term of any Order, SUEZ and/or its independent auditors, may, upon ten (10) days' notice and at reasonable times, audit Partner's compliance with these the Specific Terms. Partner shall, at no cost to SUEZ, (i) provide any assistance reasonably requested by SUEZ or its designee in conducting any such audit and (ii) make requested systems, personnel, records, and information available to SUEZ or its designee to facilitate the timely completion of such audit. Partner shall promptly cure any noncompliance, and if the

audit reveals Partner's noncompliance exceeds 5% of its entitlement, Partner shall reimburse SUEZ for the reasonable costs and expenses of the audit.

If SUEZ believes, in good faith and on the basis of credible information that there has been a breach by a End Customer of these license terms, Partner hereby agrees and commits to (i) take any reasonably required legal action against such End Customer, and/or (ii) provide full cooperation to SUEZ in the event SUEZ wishes to take legal action against such End-Customer. Such cooperation will include that Partner provides SUEZ with a copy of the signed agreement between Partner and End Customer showing End Customer's acceptance of the required license terms.

### **3. SPECIFIC TERMS IF THE SOFTWARE IS MADE AVAILABLE IN ON-PREMISE MODE**

---

The provisions of this article apply to all Software made available to the Partner in On-Premise mode, as specified in the applicable Order.

The Software is provided in object code only, unless otherwise specified in the applicable Order. All modifications and improvements to the Software, including any intellectual property or work derived from the Software, shall be deemed the property of SUEZ and transferred by the Partner to SUEZ.

### **4. SPECIFIC TERMS IF THE SOFTWARE IS MADE AVAILABLE IN SAAS MODE**

---

The provisions of this article apply to all Software made available to the Partner in SaaS mode, as specified in the applicable Order.

#### ***4.1 Availability***

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

#### ***4.2 Service Level Agreements***

During the duration specified in the applicable Order, SUEZ undertakes to adhere to the service level agreements applicable to the Software provided in SaaS mode, as defined in the Main Agreement or in the applicable Order.

#### ***4.3 Upgrades***

At any time and at its sole discretion, SUEZ may modify the content, features, and user interfaces of the Software. SUEZ will make its best efforts to inform the Partner, by any means, prior to implementation, of any major planned modifications to the Software that, according to SUEZ, would have a negative functional impact on the Partner's use of the Services. During the entire duration specified in the Main Agreement or in the applicable Order, SUEZ undertakes not to substantially reduce the functionalities of the Software.

SUEZ may implement improvements to existing features and introduce new features at any time and at its sole discretion. Some features may only be available with certain versions or editions of the Software, subject to the payment of additional fees and/or subject to additional specific conditions.

SUEZ may, after providing the Partner with a written notice of eighteen (18) months, discontinue one or more of the Services at its sole discretion.

#### **4.4 Content**

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

The Partner is solely responsible – and warrants SUEZ in the event of a claim for the quality, legality, relevance, and non-prejudicial nature towards third parties and/or SUEZ of the Content. In this context, without prejudice to any other right and/or remedy available to SUEZ, the Partner undertakes to defend, indemnify and hold SUEZ harmless against any legal action or claim alleging that the Content violates any applicable laws and/or regulations or infringes upon the rights (including intellectual property rights) of third parties.

SUEZ reserves the right to immediately suspend, without notice or compensation, the Partner's use of the Software in the event of non-compliance with the Agreement or a threat to the integrity of SUEZ's infrastructures. Furthermore, SUEZ reserves the right to delete any Content on the Software that likely infringes third-party rights or violates any applicable laws and/or regulations, or constitutes a threat to the integrity and/or security of the Software.

The Partner undertakes to implement appropriate technical measures to ensure the security of the Content and to regularly perform backups.

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

## **5. THIRD-PARTY SOFTWARE**

---

The Software may incorporate or be distributed with third-party software (including any open source software), exclusively subject to the provisions, conditions, limitations, and exclusions set forth in specific licences ("**Additional Terms**"). The distribution of third-party software by SUEZ, if any, integrated into any Software is governed by such Additional Terms and is, under no circumstances, subject to the Agreement. If applicable, the Additional Terms pertaining to any third-party software redistributed in the Software will be mentioned in the Documentation or in the "Read Me" or "About" files associated with it. Third-party software is provided "as is available and with all its defects" without any warranty or condition of any kind, including but not limited to, merchantability, fitness for a particular purpose, quality, availability, title, and/or non-infringement. Notwithstanding any contrary provision in the Agreement, SUEZ shall not incur any liability for damages arising from a claim based on or related to third-party software, irrespective of the basis and even if SUEZ has been advised of the possibility of such damages.

## **6. WARRANTY**

---

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

### **6.1 Non-infringement**

If, following any demand, claim, or legal or extrajudicial proceeding initiated by a third party against the Partner concerning the Software, SUEZ acknowledges that the disputed component of the Software infringes upon third-party rights, SUEZ may, at its discretion and expense: (i) modify the component in question to render the Software non-infringing, (ii) replace the infringing component with a non-infringing component possessing substantially equivalent functionalities, (iii) obtain the necessary rights to allow the Partner to continue using the Software in accordance with the terms of the Agreement.

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

Notwithstanding any contrary provision, SUEZ shall have no obligation to defend and indemnify the Partner if the demand, claim, or proceeding arises from the use, combination, modification, adaptation, or exploitation of Software that does not comply with the Documentation, the Agreement, or is not expressly authorised in advance by SUEZ.

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

SUEZ warrants that the Software will function substantially in accordance with the characteristics and functionalities described in the Documentation for a period of ninety (90) days from the date on which the Software is made available. If it is established that SUEZ has failed to meet this warranty obligation, upon notification from the Partner as outlined below, SUEZ may, at its discretion and expense: (i) modify or correct the Software, or (ii) replace the Software.

If, despite commercially reasonable efforts, SUEZ is unable to implement the aforementioned measures, either Party may terminate the relevant Order, where applicable, in part for the Software concerned, and SUEZ shall refund the Partner's prepaid fees, if applicable, on a *pro rata* basis for the unused Software from the date of termination. This warranty and its associated remedies are subject to the Partner notifying 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.

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

SUEZ warrants that the Software will function substantially in accordance with the characteristics and functionalities described in the Documentation for the duration specified in the applicable Order. If it is established that SUEZ has not fulfilled this warranty obligation, following notification from the Partner as outlined below, SUEZ may, at its discretion and expense: (i) modify or correct the Software, or (ii) replace the Software.

If, despite commercially reasonable efforts, SUEZ is unable to implement the aforementioned measures, either Party may terminate the relevant Order, where applicable, in part for the Software concerned, and SUEZ shall refund the Partner's prepaid fees, if applicable, , on a *pro rata* basis for the unused Software from the date of termination. This warranty and its associated remedies are subject to the Partner notifying 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.

### **6.4 Exclusion**

The Partner acknowledges that the Software may contain defects, errors, or bugs, including those related to security vulnerabilities, and therefore SUEZ does not offer any warranty in this regard. In such cases, SUEZ will provide the services indicated in the Agreement.

The foregoing warranties shall not apply: (1) if the Software is modified by any party other than SUEZ, but solely to the extent the alleged infringement is related to such modification; (2) if the Software is combined with other non-SUEZ products, applications, or processes not authorized in writing by SUEZ, but solely to the extent the alleged infringement is related to such combination; (3) to the extent the claim arises in connection with any unauthorized use of the Software, or use that is not in compliance with any applicable laws, regulations, and/or Documentation; (4) to any third party products, processes or materials that are not provided by SUEZ; or (5) to any claims arising as a result of the content of the Content.

---

**7. FEEDBACK**

The Partner may, at its sole discretion, provide SUEZ with its opinions, comments, or suggestions regarding the Software (collectively referred to as "**Feedback**"). The Partner grants SUEZ a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free licence, with the right to sublicense at multiple levels, to use, publish, disclose, display, copy, perform, have performed, use, modify, create derivative works, distribute, sell, offer for sale, and otherwise exploit the Feedback, regardless of the medium chosen.

\*\*\*