

HUBGRADE™ ASSIST SPECIFIC TERMS AND CONDITIONS OF SERVICE

The present HUBGRADE™ Assist Specific Terms and Conditions of Service are entered into between the Veolia Water Technologies Business Unit and the Customer, following subscription to the Assist Module by the latter, as of the Effective Date and for the duration of the Agreement. For greater certainty, the present HUBGRADE™ Assist Specific Terms and Conditions of Service shall automatically terminate without notification in the event of any termination of the Agreement. The present HUBGRADE™ Assist Specific Terms and Conditions of Service supplement the HUBGRADE™ General Terms and Conditions of Service for those terms and conditions which are specific to the Assist Module. In case of any discrepancy between the provisions of the present HUBGRADE™ Assist Specific Terms and Conditions of Service and of the HUBGRADE™ Platform General Terms and Conditions of Service, the present HUBGRADE™ Assist Specific Terms and Conditions of Service shall prevail. Any term or expression starting with a capital letter used and not defined herein shall have the same meaning as set forth in the HUBGRADE™ General Terms and Conditions of Service unless otherwise stated hereinafter.

1. PURPOSE

The purpose of the Assist Specific Terms and Conditions of Service is to set forth the specific terms and conditions applicable to the performance of any Assist-Module-related Service as subscribed by the Customer (hereinafter and specifically for these HUBGRADE™ Assist Specific Terms and Conditions referred to as the “**Service**”) and in accordance with the Agreement.

The Service comprises in all cases, the following core features (the “**Core Features**”) which consist of :

- Data Analysis and Monitoring on Equipment,
- Alarm Management Support,
- Core Support of Assistance by Process Expert/s with troubleshooting and/or optimization, and
- Reporting (frequency to be specified) with an overview of performance, asset-specific KPIs, alarms summary, and recommendations by VWT.

Subject to the subscription of the Customer (as per any Proposal), it may also optionally comprise any of the following Extended or Booster features:

- Extended Technical Support of Assistance by Process Expert/s with troubleshooting and optimization,
- Access to a Community Management Tool,
- Training and/or Online training,
- Augmented Reality expert remote support specific solutions
- Specific Site Field Audits and/or Troubleshooting Visits performed by VWT Field Engineers.

Any such Service includes human interactions between VWT and the Customer, in a format to be agreed upon (calls/video conference/site visits/other).

2. PREREQUISITES INSPECTION

2.1 Inspection

In addition to any other applicable Prerequisite, VWT may require, as a prerequisite to VWT performing any such Service, the conduct of inspection and testing of any Equipment (the “**Inspection**”). During any such Inspection, the Customer shall proactively cooperate with VWT in such a manner that VWT may identify any relevant (technical and commercial) success parameters of any such Service to evaluate its performance as per the schedule agreed with the Customer. Any such Inspection may be performed by VWT (or any representative thereof) online and/or on-site.

Online and/or Onsite

Any such inspection may take the form of an online remote audit of any resources related to any Equipment and the Service Area and/or of an onsite audit of any such Equipment and Service Area. In a case, the Customer shall grant any physical access to any location within the Service Area and access to any information or data related to any Equipment VWT may require. Where VWT considers (at its sole discretion) that one single Inspection is not sufficient, the contemplated schedule and frequency of any required additional Inspection(s) will be determined within the Proposal.

Preparation - ITP

Prior to any Inspection, VWT may submit an Inspection and testing plan (hereinafter “**ITP**”) setting out the scheduled inspection, and testing which may be conducted either onsite, online or both. Such an ITP will list any required inspection and testing, including the date(s), location and nature of any such activities. The Customer shall be deemed

to have accepted the ITP as of ten (10) Business Days following its notification unless it has objected in writing to it within such a delay with reasonable justification. VWT reserves the right to require any reasonable modifications to the ITP at any time, and the Customer acknowledges that any such modifications, including the running of tests, will be performed by VWT at no additional cost to the Customer. VWT shall provide written notice to the Customer in a timely manner prior to the commencement of any such Inspection.

Performance

VWT shall perform any Inspection in accordance with any Proposal and any ITP as the case may be. The Customer shall be entitled to attend any such Inspection, without any such attendance exempting VWT from any of its herein obligations. The Customer shall at no cost to VWT provide any assistance, labour, materials, apparatus, equipment, instruments and consumables (such as power, water or chemicals) as VWT may reasonably request.

Report

Following the completion of any Inspection, VWT may submit an Inspection report to the Customer. Subject to the subscription of the Customer (as per any Proposal), any such Inspection report may include, for example, recommendations regarding the status of any Equipment’s performance and/or maintenance, formulation of relevant KPIs to improve operational monitoring, optimization of chemicals, water/wastewater, and energy, refurbishment needs, risk assessment, consumables handling, and/or training needs.

Implementation Recommendations

Following the performance of any Inspection, VWT may recommend the replacement, modification or addition of all or part of any Equipment. Should the Customer fail to implement in a timely and proper manner any recommendation from VWT in connection with the Service performed, then the Customer agrees to be liable for any consequences, including any damages, losses, liabilities, costs, or third party claims or actions which may arise from or be connected to any such failure. Should the Customer consider any such recommendation as manifestly wrong or unnecessary, the Customer shall notify VWT and within a reasonable time thereafter VWT agrees to reconsider any

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such recommendation and to confirm, modify or cancel it as the case may be.

2.2 Further Prerequisites

In addition to any other applicable Prerequisite, the Customer shall as a Prerequisite to the performance of the Service by VWT:

- have any User timely following and actively participating in any required scheduled training; and
- share with any User any information and/or access to any local resources which may be required, including:

(i) for Alarm Management Support: required access to the Portal Module if the Customer has subscribed to HUBGRADE™ Portal: if not, required access to data and information through another platform, .csv files or other means to be agreed to by VWT;

(ii) for Assistance by Process Expert/s and Reporting: required access to Equipment Data and Manual Data.

3. ASSIST FEATURES - SERVICE

In any case, the Service comprises the following Core Features (Sections 3.1 to 3.4).

3.1 Data Analysis and Monitoring on Equipment

As a data-driven-service, the Assist Module offers the ability to view and trend real-time data for the standard parameters of any Equipment (the “Data Analysis and Monitoring on Equipment”).

3.2 Alarm Management Support

The Assist Module grants the Customer access to an alarm management feature (the “Alarm Management Support”).

Alarm Management Support is available during Business Hours and allows reviewing of any alarms and alerts set up on any Equipment (as per the Proposal); if any such option has been also subscribed to, it may also contact the Customer, via the mode of communication agreed to during the Inspection, and provide first-level troubleshooting support and recommendations. Alarm Management Support may provide advice to the Customer on how to react to alarms and alerts and prevent their false triggering in the future. The exact scope and conditions of Alarm Management Support is as further specified in the Proposal.

The Customer acknowledges and agrees that:

(i) any warning, information and/or advice provided by any such Alarm Management Support is at all times subject to the

accuracy, representativity and completeness of any information actually provided and/or made available by the Customer to VWT; therefore the Customer agrees that any such warning, information and/or advice shall in no event constitute the sole basis for the Customer in making any related decision and/or taking any related action;

(ii) the Customer is solely responsible for reacting in a timely manner to any alarm or alert; the role of VWT being strictly limited to providing any such Alarm Management Support (as further specified in the Proposal);

(iii) to the extent permitted by law, VWT is responsible only for direct damages, excluding any indirect and/or consequential damages, incidental, punitive or special damages whatsoever, which may result from any default of VWT in providing any such warning, information or advice to the Customer; provided that the Customer has timely granted VWT with all pertinent information required for any such Alarm Management Support.

3.3 Assistance by Process Expert(s) with troubleshooting and/or optimization - Core Support

The Assist Module offers the Customer to obtain assistance with troubleshooting and/or optimization from VWT Process Experts (“Assistance by Process Experts”) by reaching them out (via the mode of communication decided during the Inspection). Subject to the Proposal, this Core Feature of the Service may be provided either on a Core Support (as hereinafter set out in this Section 3.3) mode or on an Extended Technical Support (see Section 3.5) mode.

VWT support team may receive notifications 24/7 but will respond according to the response times specified within the Proposal (if any). VWT will determine the priority of any event based on the information provided by the Customer. VWT shall not be liable for any consequences, including any damages, losses, liabilities, third-party claims or actions (including any reasonable attorney fees), however, alleged or incurred as a result of or in connection with its determination of any priority level, as long as any such determination was reasonable given the information it considered.

Core Support

Unless otherwise stated in any Proposal, “Core Support” mode of Assistance includes access to Level 1 Process

Expert(s) (“Local expertise of VWT”), applies to any event and takes place during Business Hours within the limit of any “Bank of Hours” (e.g. total amount of hours of level 1 process expert support) as specified in the Proposal.

The Customer may address any issue or ask any question regarding the performance of any Equipment to VWT.

Except when VWT provides an answer immediately by phone, any response period is subject to the written acknowledgement by VWT of the receipt of the request and the absence of the need for further information regardless of the medium used to request assistance. Acknowledgement of receipt may be implied in VWT’s answer.

According to the type of assistance requested by the Customer, VWT may provide, at its discretion:

- feedback or email, and/or
- reports with process insights, and/or
- phone support and/or
- on-site meeting.

If appropriate, the frequency of the aforementioned assistance is set in the Proposal.

3.4 Reporting

Subject to the Proposal, VWT may provide the Customer with Reports (the “Reporting”) which may include:

- data analysis;
- overview of the Equipment’s and/or site’s performance;
- list and evaluation of selected Key Performance Indicators;
- review of past troubleshooting support;
- recommendations from the VWT process team on the performance of the Equipment;
- recommendations on maintenance tasks;
- history of alarms and alerts;
- answers to the Customer’s questions since the last report;
- review of any site visits.

The exact scope of any such Reporting is determined by the Proposal and/or kick-off together with the Customer, without exceeding, in any case, the above scope.

In addition to the Core Features and subject to the subscription of the Customer (as per any Proposal), the Service may also comprise the following optional features, either Extended (Section 3.5) or Boosters (Section 3.6 to 3.9).

3.5 Assistance by Process Expert(s) with troubleshooting and/or optimization - access to Extended Technical Support

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Subject to the Proposal, VWT may grant the Customer access to an “**Extended Technical Support**” mode of Assistance by Level 2 (“Regional or Area Expertise of VWT”) and Level 3 (“VWT or Veolia Corporate Expertise”) Process Expert(s). Any such Extended Support applies to any event and takes place out of Business Hours via “hotline” or by any other communication mode (same media than Core Support) and/or by a site support visit, as specified in the Proposal. Any such Proposal sets forth the applicable Bank of Hours (the total amount of support hours for any level 1, 2 or 3 Process Expert(s)) and the total amount and duration of any site visits (where applicable). The specific content of any such high-priority assistance is further described within the Proposal.

Upon written agreement with VWT, the Customer may upgrade from Core Support to Extended Technical Support prior to the end of any contractual period of the Service.

3.6 Access to a Community Management Tool

Subject to the Proposal, VWT may grant the Customer access to a community management tool notably allowing any designated operators of the Customer to communicate and share their knowledge with VWT experts or between themselves regarding the Equipment, request assistance, ask questions or provide comments or remarks (the “**Community Management Tool**”). Such a Community Management Tool is directly accessible on the HUBGRADE™ Platform. The Customer shall procure that any and all Users agree to and comply with the HUBGRADE™ Platform General Terms of Use and hereby agrees to be held liable for any violation of any such Terms of Use by any such Users.

3.7 Training and/or online Training

Subject to the Proposal, the Customer may benefit from training(s) or be granted access to an online platform providing Users with:

- operation, maintenance or process training;
- documents, videos and/or quizzes related to Equipment operation, maintenance and/or troubleshooting;
- webinars/ seminar related to Equipment operation, maintenance and/or troubleshooting.

Any content made accessible, online or not, by VWT is the property of VWT (or of Affiliate thereof) and shall not be used

or disclosed for any other purposes than the training provided; it is the responsibility of the Customer to ensure that any User complies at all times with any such obligation.

Any such training and/or online training shall be as follows:

- right to training: any Users specified in the Proposal (or further agreed to with VWT).
- access to the online training platform: via the HUBGRADE™ Platform.
- completion of training: if applicable, a certificate is granted to any User who attends and completes the training.

3.8 Augmented Reality expert remote support specific solutions.

Subject to the Proposal, a case-specific Augmented Reality packaged solution may be proposed as part of the Assist Module Boosters, which may include but not be limited to:

- emergency remote support by VWT Process Expert level 2 to site operator (increase probability and speed of resolution of high priority events, such as Equipment shutdowns, whilst minimizing the delay to send an expert onsite)
- creation of step by step operational procedures: to increase the efficiency of the site operators;
- creation of digital workflow: to increase safety and efficiency of repeated maintenance tasks;
- remote Equipment inspections;
- and others, as may be customized to the Customer needs.

3.9 Specific Site Field Audits and/or Troubleshooting Visits performed by VWT Field Engineers

Subject to the Proposal, performance of specific site field audits and/or troubleshooting by VWT Field Engineers may be proposed to the Customer as part of the Assist Module Boosters:

- Field audits may be scheduled on a periodic basis (ie: monthly, quarterly, annually), as per Proposal, to review specific performance parameters of the asset, equipment/s and /or instrument/s, with a view of long term improvement of the overall system condition.
- Troubleshooting field visits may be scheduled ad-hoc to resolve emergency breakdowns, recurring alarms, etc, as required.

WARRANTY - NO FURTHER OBLIGATIONS

4.1 No end-to-end Equipment management warranty

Since the overall purpose of the Assist Module is designed to assist the Customer in using any Equipment (or any part thereof) in an efficient and reliable manner, the Customer acknowledges and agrees that the performance of the related Service in no event replaces the decision-making, skills or work of trained and qualified experts and operators of the Customer who may have immediate and direct access to any such Equipment.

Unless otherwise agreed to between the Parties by virtue of a specific contract, the Customer is responsible at all times for the daily operation of any Equipment (or end-to-end management thereof) even if any assistance or technical support whatsoever is provided by VWT through the Service. As such, the Customer is (among other things) responsible for (i) developing the expertise of its personnel in relation to any process or procedure connected to the Operations and/or the required maintenance or troubleshooting of any Equipment (as per in particular manufacturer manuals and instructions), and (ii) complying at all times any health and safety laws and regulations applicable to any such Equipment or within the relevant Service Area.

The Customer shall indemnify and hold VWT harmless from any damage to, loss of or claim which may arise out of or be connected to any Equipment, any relevant Service Area or the environment, as well as for any non-conformities with any applicable rules or regulations relating to water, wastewater, sludge, odour or any other discharges and products whatsoever which may be attributable to the normal operation of such Equipment by the Customer; provided that it is not directly caused by a breach of VWT to its herein obligations. Furthermore, since any such Equipment is operated by its personnel, the Customer also agrees to indemnify and hold VWT harmless from the consequences, including any damages, losses, liabilities, fines or third party claims (including any reasonable costs and expenses relating thereto, such as attorney fees), which may result from or be connected to any downtime on, maintenance or repair of any Equipment, including without limitation the costs of disposal of water, wastewater, sludge or any other discharges and products

4. NO END-TO-END EQUIPMENT MANAGEMENT



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resulting from the operation of any such Equipment; provided that it is not directly caused by a breach of VWT to its herein obligations.

4.2 Duty to advise and alert

Unless otherwise stated elsewhere in the Agreement, VWT shall do its best commercially reasonable efforts to advise and alert the Customer in the course of performing the Service. In particular, VWT may advise on whether the Customer should subscribe to any Extended Technical Support mode or Booster mode. For greater certainty, any such duty to advise and alert shall in no event replace any subscription to any such

Extended or Booster modes by the Customer. Both Parties agree that in performing the Assist Module Services, VWT shall only be required to provide the Customer with information and advice based on the information actually provided by the Customer regarding the related Equipment.

4.3 Quality

Unless otherwise stated elsewhere in the Agreement, VWT shall assign qualified personnel who possess the requisite degree of technical and/or functional skills to fulfil the tasks assigned to them. Any such personnel shall professionally perform those tasks.

4.4 No further obligations

It is expressly acknowledged and agreed by the Parties that, to the maximum extent permitted by applicable laws, in performing any Service, VWT is only subject to a general obligation of means (“*obligation de moyens*”) and is not bound by any obligation to achieve any specific result (“*obligation de résultat*”) or enhanced means (“*obligation de moyens renforcée*”) whatsoever. Except as otherwise expressly provided in the Agreement, VWT will have no further obligations to the Customer or any representative thereof.