

**HUBGRADE™ PERFORMANCE
INSIGHT MODULE
SPECIFIC TERMS AND CONDITIONS OF SERVICE**

The present HUBGRADE™ Performance - Insight Module Specific Terms and Conditions of Service are entered into between the Veolia Water Technologies Business Unit and the Customer, following or alongside subscription to the Essential Module by the latter, as of the Effective Date and for the duration of the Agreement. For greater certainty, the present HUBGRADE™ Insight Specific Terms and Conditions of Service shall automatically terminate without notification in the event of any termination of the Agreement.

The present HUBGRADE™ Performance - Insight Module 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 Insight Module of Performance. In case of any discrepancy between the provisions of the present HUBGRADE™ Performance - Insight Module Specific Terms and Conditions of Service and of the HUBGRADE™ Platform General Terms and Conditions of Service, the present HUBGRADE™ Performance - Insight Module 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 these HUBGRADE™ Performance - Insight Module Specific Terms and Conditions is to set forth the specific terms and conditions applicable to the performance of any Insight-Module-related Service as subscribed by the Customer (hereinafter and specifically for these HUBGRADE™ Performance - Insight Module Specific Terms and Conditions referred to as the “Service”) and in accordance with the Agreement. Subject to the subscription of the Customer (as per the Proposal), the Service may cover the following functionalities (as further described in Article 3):

- Access to the Insight Module Features (3.1.);
- Alarm management (3.2.);

- Tasks management (3.3);
- Periodic reporting (3.4.);
- Collaboration tool (3.5.).

**2. PREREQUISITE - ACTIVATION
- DEFINITION OF NEEDS**

2.1. Prerequisite - Definition of Needs:

Any use of the Insight Module requires a prior subscription to the Essential Module. Therefore as a Prerequisite to any Service activation, the Customer shall abide by the Essential Module STCs.

Furthermore, the Parties shall mutually and timely exchange information with an aim to define the needs of the Customer with regards to any such Service (the “**Definition of Needs**”) as follows :

- identify each User who is granted access to the Insight Module;
- define the rights granted to each User/category of Users;
- identify the single point(s) of contact of each Party;
- choose the Features to be displayed within the Insight Module;
- set the parameters of the Insight Module;
- set the alarms and Notifications from the Insight Module;
- If need be, identify third-party software applications to be interfaced with the Insight Module for data collection.

Any such mutual exchange of information may notably be achieved through email correspondence meetings or whatever means the Parties may find more convenient. VWT may send a request for information to the Customer if it has not been timely provided with any information required for VWT to establish any such Definition of Needs.

Any Prerequisite set forth in these HUBGRADE™ Performance - Insight Module Specific Terms and Conditions of Service shall be fulfilled in addition to any other Prerequisites required by the HUBGRADE™ General Terms and Conditions. In particular, the Customer acknowledges and agrees that VWT has no control over any data transmission via the Internet and shall not be liable to the Customer for any default or failure in any such transmission and/or receipt of any data and/or information over the Internet.

2.2. Definition of Needs implementation - Service Activation - Request for Change:

Unless otherwise stated elsewhere in the Agreement (in particular in the Proposal), upon having established the Definition of Needs, VWT shall configure and set up the Insight Module accordingly.

Unless otherwise stated elsewhere in the Proposal, any software development or integration necessary to interface a third-party software application with the Insight Module shall be considered outside the scope of the Proposal.

Any subsequent modification to the configuration and settings of the Insight Module which has not been expressly included as such in any price, Service charges or fees set out in the Proposal shall be subject to a request for change and give rise to additional payable fees to be charged by VWT.

**3. INSIGHT FEATURES -
SERVICE**

Subject to the subscription of the Customer as per the Proposal, the Insight Module may grant the Customer (through its Users) access to various features of the Service (the “**Insight Module Features**” or “**Features**”).

3.1. Insight Module Features:

3.1.1. Description of Features:

Unless otherwise agreed to in writing, Features shall be chosen by the Customer during the Definition of Needs phase. Insight Module Features may provide three main Features, granting access to three levels of analytics : Key Performance Indicators (KPIs) Predictive analytics and Optimization.

1. KPIs

This Feature provides the client with Key Performance Indicators to assess the quality of the operation and to guide operational decision making.

2. Predictive analytics

This Feature relies on advanced analytics and machine-learning algorithms to predict the evolution of strategic operational parameters.

3. Optimization

This Feature relies on advanced analytics and machine-learning algorithms to simulate operational scenarios and suggest optimized setpoints or operating and maintenance tasks to ensure a holistic optimization of the process.

3.1.2. Data collection:

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Should any Feature require any collection of data from the Customer (whether Equipment Data or any other data belonging to the Customer), the Parties will determine it during the Kick-off and/or in the Proposal:

- Specific data collected as part of Features choice by the Customer (ex: Expertise Data, User Data);
- Collection modalities (Connectivity Solution, sensors, control systems, Expertise Data, manual entry, interfacing, etc.);
- Collection frequency.

Features may also be based on external data sources (power prices, chemical prices, design parameters, maintenance information, etc.).

3.1.3. Features structuring:

The Features which would be showcased on the User Interface can be provided *via* two major approaches:

- Rule-Based Advanced Analytics:
 - o Simple Mathematical Expression; Example - Concentration Rate for Cooling Tower
 - o Complex Mathematical Expression; Example - Cost of Chemical Consumption / TSS Removed
 - o Algorithms with Predefined Business Logic;

Example - Trend of Total Energy Consumption for WWTP Over Specific Period

- Data-Driven Advanced Analytics:
 - o Advanced-Data Analytics; Example - Normalization of RO Flux Against Temperature
 - o Machine Learning; Example - Prediction of Water Turbidity

The Customer may request a specific explanation on each Feature chosen.

3.1.4. Features use and display:

Users are responsible for choosing the Features to be displayed by the Insight Module, as well as the setpoints triggering Notifications.

The Insight Module Features are the demonstration of VWT's know-how and may result from the combination of multiple sources, including data from third parties for which VWT has been granted a license thereon. The Customer acknowledges and agrees that unless otherwise expressly agreed to between the Parties, any content provided in the context of the Insight Module Services shall be considered VWT Content. The Customer agrees not to use the Features for other purposes than any Equipment operation.

3.2. Alarm management:

Alarm management for the Insight Module is exclusively related to the Insight Module Features chosen by the Customer. The

Customer acknowledges and agrees that it is subject to the Essential Specific Terms and Conditions of Service.

3.3 Tasks management:

Tasks management for the Insight Module is exclusively related to the Insight Module Features chosen by the Customer. The Customer acknowledges and agrees that it is subject to the Essential Specific Terms and Conditions of Service.

3.4 Periodic reporting:

Periodic reporting for the Insight Module is exclusively related to the Features chosen by the Customer. The Customer acknowledges and agrees that it is subject to the Essential Specific Terms and Conditions of Service.

3.5. Collaboration tool:

The Customers' Users can comment on the Features to open conversation around the Insight Module output.

The Insight Module is a tool which is intended only to assist the Customer in its decision-making-process; in no event, the Insight Module, including any data generated thereby, shall serve as an exclusive or conclusive basis for the Customer to make any decision which may have a material impact on the then-current setting, functioning or operation of any Equipment. The Customer acknowledges and agrees that it is subject to the Essential Specific Terms and Conditions of Service