



April 27th 2021

**HUBGRADE™ REMOTE CONTROL
SPECIFIC TERMS AND CONDITIONS OF SERVICE**

The present HUBGRADE™ Remote Control Specific Terms and Conditions of Service (or “the Remote Control Specific Terms and Conditions” as may be also hereinafter referred to) are entered into between the Veolia Water Technologies Business Unit and the Customer, following subscription to the Remote Control Service by the latter, as of the Effective Date and for the duration of the Agreement. For greater certainty, the present HUBGRADE™ Remote Control Specific Terms and Conditions of Service shall automatically terminate without notification in the event of any termination of the Agreement.

The present HUBGRADE™ Remote Control 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 Remote Control Service. In case of any discrepancy between the provisions of the present HUBGRADE™ Remote Control Specific Terms and Conditions of Service and of the HUBGRADE™ Platform General Terms and Conditions of Service, the present HUBGRADE™ Remote Control Specific Terms and Conditions of Service shall prevail.

1. DEFINITIONS

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:

“**Instruction**”: means any written or electronic directive from the Customer to VWT as transmitted by any means (including where given on or by the HUBGRADE™ Platform) in the course of performance of any Remote Control Service.

“**Mandate**”: shall mean the mandate given by the Customer to VWT to perform any Operation according to the Instructions; provided it is always in accordance with the Agreement.

“**Operation**”: means any limited action of an operative nature on any Equipment,

including in particular any modification to the settings of any Equipment, which the Customer may ask VWT to remotely perform. Any Operation shall be further described by the Customer in the relevant Instruction(s).

“**Plan**”: means the plan, including in particular the related schedule, set by the Parties to perform any Operation according to any Instruction.

2. PURPOSE

The purpose of the Remote Control Specific Terms and Conditions of Service is to set forth the specific terms and conditions applicable to the performance of the Remote Control Service as subscribed by the Customer and in accordance with the Agreement (also specifically for these HUBGRADE™ Remote Control Specific Terms and Conditions of Service hereinafter referred to as the “**Service**”). By subscribing to the Remote Control Service, the Customer expressly grants to VWT, which accepts it, the right to carry out Operations on any Equipment (in accordance with the relevant Instructions). Subject to the actual subscription of the Customer (as per the Proposal), the Remote Control Service may cover (in whole or in part) but shall not exceed the following scope:

- (a) remote assistance of the Customer, in particular aimed at (i) optimizing the parameters of any Equipment; to be achieved by changing any parameter accessible via the User Interface or any other operation on the control system (e.g. software update); and (ii) providing advanced support with real-time follow-up of the status of any Equipment by accessing the User Interface; and/or
- (b) interim management of any Equipment (or part thereof) for a short period of time; excluding any end-to-end management of any Equipment.

Furthermore, the Customer acknowledges and agrees that the present Remote Control Specific Terms and Conditions of Service do not in any way confer on VWT or any member of its personnel the status of employee, agent, or representative of the Customer.

3. COLLABORATION

The Parties shall proactively cooperate with each other with a spirit of close collaboration and in a manner that facilitates the optimal performance of the Services. Each Party undertakes to inform without delay the other Party of any event or information it may be aware of which has or may have any material and/or adverse effect on the performance of the Services. As a material condition to the proper and timely performance of any Remote Control Service, the Customer agrees not to take at any time any Operation or action whatsoever which violates or conflicts with any recommendation from VWT.

Each Party acknowledges and agrees that any breach of the foregoing obligations under Article 3 shall constitute a material breach of this Agreement.

4. CONNECTIVITY SOLUTION SUPPLY, INSTALLATION AND FUNCTIONING

The supply, installation and proper functioning of any Connectivity Solution is a Prerequisite to the performance of any Remote Control Service by VWT. Unless otherwise stated in the Agreement (notably in the Proposal), the Customer is responsible for timely implementing any proper Connectivity Solution to enable the performance of the Remote Control Service by VWT. If so requested by the Customer, VWT may propose to supply any Connectivity Solution (or part thereof). Furthermore the Customer acknowledges and agrees that VWT shall not be liable, either in tort, contract or otherwise, if any Connectivity Solution is damaged, disrupted or missing with no fault from VWT.

5. PREREQUISITES

Unless otherwise stated elsewhere in the Agreement and as a condition precedent to the implementation of any Operation by VWT, the Customer shall :

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- timely grant VWT access to any relevant documents and information that may be required by VWT to timely and properly perform any Operations;
- have timely acquired and properly installed the Connectivity Solution in accordance with Article 4 ;
- enable the Remote Control Service in such a way that VWT may access the User Interface as scheduled by the Parties within the Plan;
- for the performance of any Operation, limit the remote access of VWT exclusively to any such Equipment (or part thereof mentioned) which is expressly referred to within any relevant Instructions (User Interface, HMI, SCADA) and secure the performance of any such Operation to the maximum extent possible;
- provide for physical attendance of (at least) one (1) member of the Customer's personnel who may be in a position to take any required action on the control console of any relevant Equipment (or part thereof) while any Operations being implemented by VWT;
- take any required measures to prevent any Operation from interfering with the normal functioning and operation of any such Equipment;
- deactivate any Connectivity Solution after completion of any Operation.

Anytime before activating Remote Control, the Customer shall verify first that it is fulfilling any Prerequisites.

6. SERVICE ACTIVATION - INSTRUCTIONS - OPERATIONS

6.1 Remote Control Service activation

Any Remote Control Service activation by VWT is subject to the Customer having timely:

- (a) given its permission to VWT to remotely access any Equipment (either in a written or electronic format); and
- (b) activated the Remote Control on its end; depending on the Connectivity Solution which is actually installed, this may be done either on site (by activating a switch) or remotely (by opening any required access via software). Any such activation allows for the provision by the HUBGRADE™ Platform of a secure

remote connection between any such Connectivity Solution and VWT.

Any connection between VWT and any Equipment must be achieved by way of a secure tunnel using technologies such as VPN or IPSec.

6.2 Instructions formalization

Upon being activated, any Remote Control Service shall be performed by VWT in accordance with any Instructions, unless otherwise agreed to elsewhere in this Agreement by the Parties. Any Instruction from the Customer shall provide at least for the following information:

- the objective(s) of any requested Operation;
- the designation of any Equipment (or part thereof) which is to be serviced through the Remote Control;
- a description of any Operation which the Customer expects VWT to perform;
- an implementation timeline for any such Instruction (i.e the expected timing and duration of any such requested Operation).

Notwithstanding the foregoing, the Customer acknowledges and agrees that VWT may on its own initiative recommend for implementation any Operation it may consider relevant and any such recommendation shall be regarded as Instructions provided the Customer (i) has been given a reasonable delay, which is to be set by VWT depending on the urgent nature of any such recommended operation, to review any such recommendation and (ii) has not objected to such (whether in a written or electronic format) within such a reasonable delay.

6.3 Instructions implementation by way of Operations

Unless otherwise stated elsewhere in the Agreement, VWT shall implement any Operation strictly in accordance with any Instructions (and any Plan as the case may be). For any such purpose, VWT may subcontract to any third party the implementation of any Operation; provided VWT is responsible vis a vis the Customer for the acts of any such third party. Furthermore the Customer is at any time responsible for disabling and/or closing any Connectivity Solution or any secure remote connection whatsoever on its end.

6.4 Operations reporting

Following the performance of any Operation, VWT shall report on the conformity of any such Operation with any relevant Instruction by providing the Customer with a related status Report. Any such Report may be made by any means, as long as it is written, which may include by way of. email, third party application or through the HUBGRADE Platform itself.

The Customer shall formulate any potential reservations with respect to the Report as soon as reasonably possible and in any event no later than three (3) business days following the notification of such Report. In the absence of any such reservation within such a time frame, any such Operation shall be considered successful and fully accepted.

7. OBLIGATIONS OF VWT

7.1 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 any Remote Control Service. In particular, VWT may advise on whether any preliminary study is required prior to implementing any Operation and must therefore be regarded as a Prerequisite. Any such duty to advise and alert shall in no event replace any advisory services, such as those which may be provided by VWT under separate Services offers (such as Insight or Assist) as the case may be. Notwithstanding the foregoing, where the Customer has also subscribed to any additional Module(s), VWT shall furthermore (i) inform the Customer when any Instruction or a any preliminary interview highlights the need for the Customer to benefit from a specific assessment, in particular via the Insight and/or Assist Modules; and (ii) alert the Customer when any Instructions manifestly reveal any material or human risk.

7.2 Service Availability

Unless otherwise stated elsewhere in the Agreement, VWT will not grant the Customer any warranty whatsoever of availability of any Remote Control Service.

7.3 Quality

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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, considering both the nature of the Operations and the Equipment. Any such personnel shall perform those tasks in a professional manner.

8. NO END-TO-END EQUIPMENT MANAGEMENT WARRANTY - NO FURTHER OBLIGATIONS

8.1 No end-to-end Equipment management warranty

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

8.2 No further obligations

It is expressly acknowledged and agreed by the Parties that, to the maximum extent permitted by applicable laws, in performing any Remote Control 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.

Unless where any force majeure event occurs under the conditions set forth in Article 18 of the HUBGRADE™ General Terms and Conditions of Service, the Customer shall hold VWT harmless from any consequences, including any damages, losses, liabilities or expenses borne, incurred or suffered by the Customer, which may result from the implementation of any Operation by VWT provided that (i) the Customer has not timely and properly fulfilled any Prerequisite and/or (ii) VWT has implemented any related Instruction in accordance with Section 6 and performed its obligations arising from Section 7.