

**HUBGRADE™ ESSENTIAL
SPECIFIC TERMS AND CONDITIONS OF SERVICE**

The present HUBGRADE™ Essential 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™ Essential Specific Terms and Conditions of Service shall automatically terminate without notification in the event of any termination of the Agreement.

The present HUBGRADE™ Essential 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 Essential Module. In case of any discrepancy between the provisions of the present HUBGRADE™ Essential Specific Terms and Conditions of Service and of the HUBGRADE™ Platform General Terms and Conditions of Service, the present HUBGRADE™ Essential 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™ Essential Specific Terms and Conditions is to set forth the specific terms and conditions applicable to the performance of any Essential-Module-related Service as subscribed by the Customer (hereinafter and specifically for these HUBGRADE™ Essential 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 features (as further described in Article 3):

- Digital library (3.1.);
- Data visualization (3.2.);
- Events and Alerts (3.3.);

- Event log (3.4.)
- Manual Data uploading and Data monitoring (3.5.);
- Periodic Reporting (3.6.);
- Maintenance Tasks (3.7.);
- Sales and Service orders (3.8.).

2. PREREQUISITE ACTIVATION - DEFINITION OF NEEDS

2.1 Prerequisite - Definition of needs

As a Prerequisite to any Service activation, 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 any Users who are granted access to the Essential Module;
- define the rights granted to each User/category of Users;
- identify the single point(s) of contact of each Party;
- set the parameters of the Essential Module;
- set the alarms and Notifications from the Essential Module;
- specify the maintenance scope covered by the Essential Module;
- specify any document or data to be uploaded by the Customer on the Essential Module; and
- define the overall layout of the Essential Module.

Anu such mutual exchange of information may notably be achieved through email correspondence meetings or whatever 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™ Essential 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 Essential Module accordingly and eventually activate the Service for performance.

Any subsequent modification to the configuration and settings of the Plant Module and/or the Service 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. ESSENTIAL FEATURES - SERVICE

Subject to the subscription of the Customer (as per any Proposal), the Essential Module may grant the Customer (through its Users) access to various features of the Service.

3.1 Digital library

The Essential Module may grant the Customer access to various types of documents uploaded by VWT and relating in particular to the Equipment, the Connectivity Solution or the Service Area.

3.2 Data visualization

3.2.1 VWT Equipment

With regards to any Equipment which have been supplied to the Customer by VWT as per any Proposal (“**VWT Equipment**”), the Essential Module may grant the Customer access to an data visualization feature that allows for the collection, display and storage of any related Equipment Data (the “**Data visualization**”).

Unless otherwise stated elsewhere in the Agreement (in particular within the Proposal), the availability of any such Data visualization, including of any related Equipment Data, will be as per Section 10.1.1 of the HUBGRADE™ Platform General Terms and Conditions of Service;

**HUBGRADE™ ESSENTIAL
SPECIFIC TERMS AND CONDITIONS OF SERVICE**

any such Equipment Data being accessible in several ways (as per the settings).

Any User may customize the home menu of the Essential Module to fit with his/her needs and preferences and benefit from instant insights into trends and alarm reports. For the avoidance of doubt, the Customer will not be entitled to customize the Equipment Data as displayed on the Essential Module.

The Customer acknowledges that any modification in the dashboard settings may hamper the proper identification of alarms; the Customer agrees to be responsible for any dashboard settings any User may select and agrees to indemnify, hold harmless and defend VWT from and against any consequences, including any damages, losses, liabilities, third party claims or actions claims or fines, which may arise out of or be connected to any failure to identify or raise any alarm via the dashboard where it results (in whole or in part) from any modification to the dashboard settings from any User.

3.2.2 Non-VWT Equipment

In addition to the obligations set forth in Section 3.2.1 for VWT Equipment, the following Prerequisite shall be fulfilled with regards to any Equipment which has not been supplied by VWT (“**Non-VWT Equipment**”); prior to any access to any Data visualization being granted to the Customer:

upon demand from VWT with reasonable prior notice to the Customer, a site inspection with access to any data and/or information related to any Non-VWT Equipment to the extent manifestly observable by VWT (e.g. without any obligation to disassemble or move any such Non-VWT Equipment); in such a case, VWT shall provide the Customer with an inspection and testing plan (which covers the scheduled inspection and testing of any Equipment and/or Connectivity Solution to be conducted on-site, remotely or both ways);

if no such inspection is requested by VWT, grant timely VWT access to any information and/or data and/or physical access to any Equipment which VWT may reasonably require ; Non-VWT Equipment being deemed operational and in good

condition by VWT to the extent observable by VWT.

3.3 Events and Alerts

The Essential Module may grant the Customer access to an alarm management feature (the “**Events and Alerts**”).

As a Prerequisite to the activation of any Events and Alerts feature, the Parties shall meet during a kick-off meeting and agree to a specific configuration of the standard alarm and alert management process which covers the set up of those alarms aimed at triggering Notifications to the Customer by mutually agreed means (email, phone, etc). For the avoidance of doubt, any change request to such a configuration of the Events and Alerts feature or any other request from the Customer which may have an impact on any such configuration in any manner will be charged to the Customer.

The Customer is responsible for any such specific configuration of the standard alarm management process to its own needs; therefore, the Customer shall hold harmless, indemnify and defend VWT from and against any consequences, including any damages, losses, liabilities and/or third party claims or actions whatsoever, including any reasonable attorneys fees related thereto, which may result from or be connected to any such specific configuration of the standard alarm management process, including where it results in or contributes to any alarm failure.

3.4 Event Log

The Essential Module may grant the Customer access to an event log feature (the “**Event log**”). Such an Event Log will (i) enable an overview of past and ongoing alarms and related Notifications, and (ii) will further allow the Customer to post comments in relation to certain trends, alarms or other events.

3.5 Manual Data uploading and Data monitoring

The Essential Module may allow the Customer to upload and monitor any Manual Data (as defined below). Manual Data refers to any data - except Equipment Data - which is manually uploaded to the Essential Module by the Customer or, subject to the Customer request, by VWT,

in order to be displayed to Users. The use of the Data monitoring feature is subject to any relevant Connectivity Solution being either provided by VWT or implemented by the Customer in accordance with VWT requirements, in any case strictly in accordance with Article 6 of the HUBGRADE™ General Terms and Conditions of Service.

3.6 Periodic Reporting

The Essential Module may allow the Customer to download some periodic reporting (the “**Periodic Reporting**”). Such a Periodic Reporting (in the form of a report to be downloaded from the Essential Module) may cover any processes, Manual Data or parameters of any Equipment or of the Service Area, in any case in accordance with the Proposal or any other conditions agreed upon during the kickoff meeting mentioned in Section 3.3.

3.7 Maintenance Tasks

The Essential Module may grant the Customer access to a maintenance management functionality (the “**Maintenance Tasks**”). Such Maintenance Tasks feature allows overviews some upcoming maintenance actions or tasks to be performed on any Equipment or within the Service Area, in any case in accordance with the Proposal or any other conditions agreed upon during the kickoff meeting mentioned in Section 3.3.

The Customer acknowledges and agrees that any maintenance operations deadline provided to it as part of this Maintenance Tasks feature is set according to the Customer’s expected use of any Equipment as such results from VWT experience and may differ in consideration of the Customer’s actual use of any such Equipment. Therefore, in no event, this Maintenance Tasks feature may be used by the Customer as the sole basis for determining the need of any Equipment for any maintenance whatsoever.

3.8 Sales and Service orders

The Essential Module may grant the Customer access to an overview of its past and ongoing sales orders (such as spare parts) and service orders (such as service visits or any other service provided by VWT), inside or outside of the scope of



April 27th 2021

**HUBGRADE™ ESSENTIAL
SPECIFIC TERMS AND CONDITIONS OF SERVICE**

the HUBGRADE™ Platform. Such a feature of the Essential Module will allow the Customer to enquire about the status of any sales or service order and request for new sales orders and/or new service visits to be scheduled.