

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

The present HUBGRADE™ Performance - Plant Module Specific Terms and Conditions of Service are entered into between the Veolia Water Technologies Business Unit and the Customer, subject to the Customer having subscribed to the Plant Module (as per the Proposal), as of the Effective Date and for the duration of the Agreement. For greater certainty, the present HUBGRADE™ Performance - Plant Module Specific Terms and Conditions of Service shall automatically terminate without notification in the event of any termination of the Agreement.

The present HUBGRADE™ Performance - Plant 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 Plant Module. In case of any discrepancy between the provisions of the present HUBGRADE™ Performance - Plant Module Specific Terms and Conditions of Service and of the HUBGRADE™ Platform General Terms and Conditions of Service, the present HUBGRADE™ Performance - Plant 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 - Plant Module Specific Terms and Conditions is to set forth the specific terms and conditions applicable to the performance of any Plant-Module-related Service as subscribed by the Customer (hereinafter and specifically for these HUBGRADE™ Performance - Plant 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 is a digital representation of the wastewater treatment plant and sewage network of the Customer (which is specifically defined as the “**Equipment**” where it relates to the Plant Module) which provides predictive analysis in real-time and calculates set tags to the PLC (Programmable Logic Controller) and SCADA (Supervisory Control And Data Acquisition) control and delivers insight to the operators, engineering and management

2. PREREQUISITES ACTIVATION

2.1 Prerequisites:

Unless otherwise stated elsewhere in the Agreement (in particular in any Proposal), any activation of the Service is subject to the following successive Prerequisites.

2.1.1. Payment of the Subscription Fee:

Following the establishment of the Customer as a subscriber to the Service (the “**Subscription**”), VWT will submit an invoice(s) for the prepayment of the related subscription fee (the “**Subscription Fee**”) accordingly, and the Customer shall timely pay any such invoice(s); unless otherwise stated elsewhere in the Agreement (in particular in any Proposal), any such Subscription Fee is as follows:

➤ for any fixed-term Subscription (see Proposal):

- any Subscription Fee is to be paid in advance for any such fixed-term;
- unless in accordance with the third bullet point hereinafter, any such Subscription cannot be terminated during the agreed Subscription period (see Proposal) and automatically expires on the date of its expiry, unless where the Customer has re-subscribed to the Service before such date;

- any such Subscription Fee (including both the amount and the terms of payment thereof) is fixed and cannot be revised or changed in any manner during the Subscription period; notwithstanding the foregoing, VWT reserves the right to amend these HUBGRADE™ Performance - Plant Module Specific Terms and Conditions and/or any

Plant-Module-related provisions of any relevant Proposal (even if already accepted by the Customer); provided that, if the Customer is not willing to accept any such amendment, it may terminate any such Subscription with one-month-prior-notice (as counted from the end of the month during which such notice is given) and get reimbursed on a prorata basis of any pre-paid Subscription Fee;

➤ for any Subscription without a fixed expiry date (see Proposal):

- any Subscription Fee is to be paid in advance on a yearly basis;
- any such Subscription may be terminated in writing by either Party with one-month-prior notice (as counted from the end of the month during which such notice is given); with the termination notice, VWT reserves the right to amend these HUBGRADE™ Performance - Plant Module Specific Terms and Conditions and/or any Plant-Module-related provisions of any relevant Proposal (even already accepted by the Customer), including if it increases any Subscription Fee, and if the Customer is not willing to accept any such amendment, the Customer may terminate any such Subscription.

In relation to the Plant Module, any termination of any Subscription automatically terminates the performance of any related Service.

2.1.2. Connectivity between the Equipment and the Plant Module:

The Plant Module shall be connected to any relevant Equipment, including any configuration or follow-up of such connectivity performed, under conditions to be further specified in the Proposal.

2.2 Activation of the Service:

Subject to any applicable Prerequisites being fulfilled, VWT shall provide the Customer for a link granting access to the logging-in process (username and password) to the Plant Module. The Customer acknowledges and agrees that the initial User who is then provided with any such link is solely responsible for determining on behalf of the Customer any other Users who may be granted access to

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the Plant Module and providing any such Users with their own username and password; in addition to any other obligations arising for the Customer (or any Users thereof) out of Section 9.1 of the HUBGRADE™ Platform General Terms and Conditions of Service.

3. SERVICE FEATURES - LAB SERVICE

Subject to the Subscription of the Customer (as per any Proposal), any Service will be performed as follows.

3.1. Service - Plant Features:

The Plant Module grants the Customer (including any Users thereof) access to and use of some features which are contained in the software that receives Equipment Data from any relevant Equipment, and after processing thereof for a specific purpose, makes analyzed and interpreted data available for the User Interface and the Customer's PLC and SCADA systems, with a view of optimization, prediction, display and/or Report generation (hereinafter "**Features**").

In the process of operating the Service, VWT will (at its sole discretion) make updates (e.g. error corrections and minor adjustments made on a regular basis) and upgrades (e.g. functionalities expansions or improvements) of any such Features; such being part of the continuous optimization of any Features both for purposes of performance and improvement thereof. Any User guide will be updated accordingly. Thereafter, any such updates are performed regularly as needed for properly performing the Service. To the extent there is any such upgrade, it will take place on the first Wednesday of the month.

Subject to the actual Equipment (in particular the number and type of sensors, the controllability of Equipment, etc...), the Customer will enjoy full or partial benefit of the potential of the Features. Should VWT remove any Feature, it shall notify the Customer of any such removal with reasonable notice; the Customer hereby waives any right to claim against VWT for any consequences, any damages,

losses, liabilities or third party claims, it may incur as a result of any such removal, including for any compensation or reimbursement whatsoever.

3.2. The Lab Service:

The Lab Service allows the Customer to develop, test and use its own algorithms for tasks that are similar to the Plant Module.

Subject to the Subscription of the Customer (as per any Proposal), VWT will provide any User support as part of the Subscription to the Lab Service. Any such User support is strictly limited to support in using the Lab Service and does not comprise any assistance to develop or test any algorithms. The Customer is responsible for performing any development, testing, settlement, and use of algorithms via the Lab Service in a professional manner and with due care and attention to system security. VWT hereby expressly disclaims any liability for any consequences including any damages, losses, liabilities, third party claims or actions it may incur or suffer as a result of any use of the Lab Service by the Customer (including any User thereof), including of any errors, omissions or bugs in any such algorithms developed via the Lab Service.

As long as the Subscription to the Plant Module is active, the Customer is assigned a company-specific, non-exclusive and non-transferable right to use the Lab Service for the specified purpose and in accordance with the Agreement. Any such Subscription is per Equipment.

Whenever the Lab Service is used in combination with any other Features of the Plant Module, the Lab Service does not allow to write any input or output used or provided by any such other Features considering that the Lab Service only allows to add algorithms in addition to the standard algorithms of any such Features, precluding any modification to such standard algorithms.

By using the Lab Service, the Customer agrees that it (including any of its Users) shall not (i) interfere with, disrupt, or create an undue burden on servers or

networks connected to the Plant Module; and (ii) facilitate the distribution of a software virus or any other computer code that is designed or intended either to disrupt, damage, or limit the functioning of the Plant Module, the HUBGRADE™ Platform or any other online services, or to obtain unauthorized access to the Plant Module or to the HUBGRADE™ Platform or any data or other information of any third party.

3.3. Scope of the Service:

Unless otherwise stated elsewhere in the Agreement, since it is the Customer's PLC/SCADA which retrieves/pulls setpoints from the Plant Module, the Customer agrees in particular to be responsible for the proper maintenance of any such PLC or SCADA system.

4. SERVICE LEVEL

Subject to the Customer having fulfilled any applicable Prerequisites and unless otherwise stated elsewhere in the Agreement (in particular within the Proposal), VWT shall do commercially reasonable efforts to maintain a stable and continuous level of availability and performance of the Plant Module, with the exception of any scheduled maintenance windows (as further specified hereunder).

All scheduled maintenance windows are planned on a monthly basis. VWT may not necessarily make use of any such windows but reserves the right to do so. As of the Effective Date, any such scheduled maintenance windows are planned for the first Tuesdays of each month, between the hours of 10:00 A.M. and 12:30 P.M. CET/CEST. The operating status thereof can be followed on <http://status.cloud.kruger.dk>.

In the event of an operating outage, the Customer may contact VWT on weekdays between the hours of 9:00 A.M. and 3:00 P.M. by telephone or e-mail on the contact details specified in the Proposal. E-mails can be expected to receive a response within two business days. Any assistance at the Customer's Equipment is to be agreed upon on an individual basis.

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Should VWT have to work on and/or update the Plant Module at very short notice (such as for safety reasons in order to avoid the risk of loss or damage to data and to the Plant Module, or otherwise at its discretion) and the Plant Module be rendered unavailable (either fully or in part), VWT will do commercially reasonable efforts to provide the Customer with Notification of the cause of such a situation and make the operating status traceable on the website mentioned above. Based on the nature and potential impact of any error or outage, VWT will, during normal Business Hours and within a commercially reasonable delay, take any required corrective measures and, in the event of any errors or outages which may prevent any of the Features from properly functioning (without any acceptable workaround), continue to take any such corrective actions until any such errors or outages have been actually corrected or an acceptable workaround has been implemented.

Unless otherwise stated elsewhere in the Agreement (in particular within the Proposal), any service calls or onsite assistance at the Customer's premises (including on any Equipment) is not included in this Agreement. Should the Customer request any such assistance and VWT be willing to accept any such request, VWT will invoice the Customer for any time spent at VWT's applicable hourly rates for any such assistance.

To the maximum extent permitted by law, VWT shall not be responsible vis a vis the Customer in cases where general recommendations (which are found in the standard documentation for SCADA/PLC configuration) to the controllability of Equipment are not strictly followed by any such Customer. Such general recommendation could be e.g.:

"If the setpoint = 0 m3/h the NO3-recirculation flow must be completely stopped. If the setpoint > 0 m3/h the controllability limitations of the equipment must be respected, e.g. a minimum Hz requirement of a VFD/pump. The NO3-recirculation pump(s) must be

capable of being automatically controlled in a broad range of operation and within a short reaction time (a few minutes) by VFD and/or on-off from the PLC without being mechanically overloaded."

5. INTELLECTUAL PROPERTY - LAB SERVICE

5.1 Algorithms developed or tested on the Lab Service:

Any intellectual property rights which may arise out of or be connected to any algorithms developed and/or tested by the Customer (including any User thereof) in the course of using the Lab Service shall belong to the Customer. If the Customer wishes to sell and/or commercialize in any manner any such intellectual property rights, it shall first offer VWT to purchase any such intellectual property rights under favorable market terms.

5.2 External sources:

Any use of the Lab Service by the Customer (including any User thereof) requires the use of third-party products utilized in the Lab Service. In addition to any obligations arising from Section 12.3 of the HUBGRADE™ Platform General Terms and Conditions of Service, any such third-party products may solely be used in connection with the Lab Service.

6. DATA SECURITY, STORAGE AND INTEGRITY

6.1. Security:

VWT represents and warrants that (i) the Plant Module uses certificates and encryption in any Equipment Data communication between any Equipment and the Plant Module; (ii) any such communication may only be initiated by the Customer from any relevant Equipment, which sends Equipment Data to the Plant Module and retracts updated set points; and (iii) the database of the Plant Module ensures full separation between any individual Customer data and the data of each individual wastewater treatment plant serviced by the Plant Module, so that any such data can only be accessed by Users

who are authorized to do so by the Customer.

Unless otherwise stated elsewhere in the Agreement, VWT shall do all commercially reasonable efforts to maintain any relevant technical, security and administrative procedures that protect any Equipment Data from misuse, loss and unauthorized access, which includes having procedures in place for managing unauthorized attempts at accessing any data. Should VWT become aware of any unauthorized access to any data in the Plant Module, it shall report any such unauthorized access to the Customer; it being agreed that the Customer is responsible for monitoring any access to the Plant Module by any of its Users and agrees to be liable for any consequences, including any damages, losses, liabilities, third-party claims or actions, which may arise from any unauthorized access to the Plant Module with credentials granted to any User by the Customer.

6.2. Integrity:

Unless otherwise stated elsewhere in the Agreement, VWT shall keep confidential any data from the Customer and use any such data only for the purposes of performing any Services; provided that VWT may disclose in any manner to any third-party any such data in an anonymized or a pseudonymized form for use in benchmarking reports between comparable wastewater treatment plants serviced by the Plant Module which may be made available to the Customer as well as to any Affiliate of VWT.

Furthermore, notwithstanding anything to the contrary in the Agreement, the Customer acknowledges and agrees that VWT (including any Affiliate thereof) may use any anonymized or pseudonymized data from the Customer for any internal purposes aimed at improving any Features of the Plant Module and/or internal design rules thereof, for any marketing and communication purposes, for any research and development purposes, and for any other business-relevant usage, provided



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that any such data cannot be traced back to
the Customer.