



**HUBGRADE™**  
**TERMS OF USE**  
**(Last Revision on April 27th, 2021)**

The HUBGRADE™ Platform, which can be accessed at the following URL <https://hubgrade.veoliawatertechnologies.com> (hereinafter the “HUBGRADE™ Platform”) is published by Veolia Water S.T.I. (“*société par actions simplifiée à associé unique*”) duly registered, with the Business and Trade Register (“*registre du commerce et des sociétés*”) of Créteil - France under number 353 385 719 and validly existing under the laws of France, whose head office is located at Immeuble l’Aquarene, 1 place Montgolfier, 94410 Saint-Maurice – France, phone: +33 (0)1 45 11 55 55 (hereinafter “VWSTI”, “We” or “Us”).

The publishing director of the HUBGRADE™ Platform is Mrs Aude Giard, Chief Digital Officer of Veolia Water Technologies.

The hosting of the HUBGRADE™ Platform is performed by VWSTI in association with some third party companies which VWSTI or Affiliates thereof have contractual arrangements with.

Through its various Modules, the HUBGRADE™ Platform allows any User to connect to it, view and share information on the management and operations of their water treatment systems as applicable and further described in the Agreement (as defined below).

The present and Conditions of Use of the HUBGRADE™ Platform (hereinafter the “**Terms of Use**”) govern the relationship between VWSTI and You, both as a User (as further defined below) of the HUBGRADE™ Platform and an authorized representative of the Customer.

By accessing or using the HUBGRADE™ Platform, You accept these Terms of Use, together with those of third party companies (as referred to hereinabove), without any reservation, on Your own behalf and on behalf of the Customer (as defined below) that You herein represent. You acknowledge and agree that if You do not abide by these Terms of Use, You are not authorized to access or use in any manner the HUBGRADE™ Platform. For further information, We request You to contact the Customer or the VWT Business Unit (as defined below). We recommend that You print a version of these Terms of Use for future reference.

## 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 Agreement, unless otherwise stated hereinafter:

- 1.1. **Account:** means in relation to the Customer, any account on the HUBGRADE™ Platform of any User; it being noted that the rights granted to any Account may vary subject to the Modules which have been actually subscribed by the Customer pursuant to the Agreement.
- 1.2. **Affiliate:** means any legal entity, partnership, joint venture, equity company or other type of company, including in particular any and all subsidiaries which, directly or indirectly, controls a party and/or is under the control of a party and/or is under the control of the ultimate parent company of one party, and “**control**” shall mean the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise).
- 1.3. **HUBGRADE™ Assist:** means a Module (as may evolve from time to time) aiming to provide customized ,comprehensive and data-driven technical support to customers by understanding their specific needs and therefore unlocking potential to generate additional revenue. It encompasses both human to human and digital to human interactions. Its Core mode deliver access to the following services: rationalization and interpretation of generated alarms and notifications, formulation of smarter KPIs, adapt and reformulate the initially set KPIs to adapt to the changing reality of plant aging and plant operations; recommendations for future operation based on the generated automatic reports and leveraging Veolia Technical expertise to enhance operational excellence through digitalization; while its Extended modes may also offer: elearning; augmented reality and/or expert forums (access to expertise out of hours).
- 1.4. **HUBGRADE™ Performance/Insight:** means a Module (as may evolve from time to time) consisting of an online web application which may provide advanced key performance indicators, with actionable insights, predictive maintenance, prescriptive maintenance and indicators which may provide benchmarking per Equipment, site and/or industry. It may also serve in the review of trends and provide suggestions for process improvement as the case may be.
- 1.5. **HUBGRADE™ Performance/Plant Lab:** means a special feature that is provided through HUBGRADE™ Performance/Plant Module. The Agreement specifies whether the subscription only includes HUBGRADE™ Performance/Plant Lab or any other features under HUBGRADE™ Performance/Plant Module. HUBGRADE™



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Performance/Plant Lab allows the Customer(s) and/or User(s) to develop, test and complete their own algorithms for similar tasks, as described herein for HUBGRADE™ Performance/Plant Module. The Customer algorithms may be used to supplement or replace the other features that may be delivered through HUBGRADE™ Performance/Plant Module to the extent specified in the Agreement.

- 1.6. **HUBGRADE™ Essential:** means the Module of the HUBGRADE™ Platform (as may evolve from time to time) which is a customer portal for remote monitoring of connected equipment, allowing access to captured historical data on equipment, facilitating the comparative analysis of parameters, providing alarm management feature for equipment events, maintaining site-specific and equipment specific document management, handle team management, providing features to manage servicing on-site, giving access to service reports and sales information.
- 1.7. **HUBGRADE™ Performance/Plant:** means a Module (as may evolve from time to time) consisting of a suite of intelligent software solutions for real-time performance optimization of water treatment (including but not limited to wastewater, sludge, biogas, product recovery) plants and facilities. The Performance/Plant Module receives Equipment Data from the Customers' systems and, in return, provides the Customer with advanced Data analysis and interpretation for the continuous optimization and stabilization of operations for the Customer's complete water and wastewater infrastructure (plants and networks). The Performance/Plant Module superimposes Customer's PLC (Programmable Logic Controller) and SCADA (Supervisory Control And Data Acquisition) systems, which send real-time Data to the Performance/Plant Module, which uses such Data to:
  - (i) calculate optimized setpoints which the Performance/Plant Module provides for Customer's PLC and SCADA systems, and which subsequently control the plant in accordance with the new setpoints; and
  - (ii) present data for the operations organization in a way that can be used to decide upon and administer actions.
- 1.8. **Customer:** means the legal entity (as further identified in the Proposal) that (i) has entered into the Agreement with VWT and (ii) has authorized You to access and use Your User Account(s).
- 1.9. **Customer Content:** means any and all content published by any Customer on the HUBGRADE™ Platform, which includes required data coming from the Control System, PLC and/or SCADA system of such Customer that is received, processed, transmitted, returned and/or displayed by the HUBGRADE™ Platform.
- 1.10. **Log-In-Credentials:** means the username and the password entered by any User to access and use the HUBGRADE™ Platform.
- 1.11. **Module:** means (i) any module of the HUBGRADE™ Platform which makes an application, such as Essential, Performance/Insight, Assist, Performance/Plant, accessible to any User and/or (ii) the Remote Control Service which serves the VWT Business Unit to perform the Service(s) in accordance with this Agreement.
- 1.12. **Service:** means any service as subscribed by the Customer pursuant to the Proposal and performed by the VWT Business Unit through one or more Module(s) of the HUBGRADE™ Platform in accordance with the terms and conditions of this Agreement.
- 1.13. **User:** means any natural person who is an employee or a representative of the Customer and is properly authorized by it for accessing and using the HUBGRADE™ Platform.
- 1.14. **User Content:** means any and all content You post or publish in any manner on the HUBGRADE™ Platform, as well as any other content You provide to VWT or the VWT Business Unit, including without restriction, any and all comments You may publish within the room dedicated to that purpose.
- 1.15. **VWT Business Unit:** means the legal entity of the VWT Group which the Customer has entered into the Agreement(s) with.
- 1.16. **VWT Business Unit Agreement** or the **Agreement:** means the agreement as entered between the VWT Business Unit and the Customer for the supply of the Services.
- 1.17. **VWT Content:** means any content that can be accessed on the HUBGRADE™ Platform such as, but without restriction, texts, graphics, logos, images, videos, trademarks, names, designs, software and databases not originating from Users or Customers.
- 1.18. **Third-Party Content:** means any and all third-party content made available through the HUBGRADE™ Platform, such as Google Maps. Any Third Party Content may solely be used in connection with the HUBGRADE™ Platform, and no User shall own any independent rights of any kind to this Third Party Content. VWT shall assume no



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responsibility for errors and/or non-conformities in such Third Party Content, though VWT does guarantee that they can be used by the Users legally and at no additional cost in connection with the use of the HUBGRADE™ Platform.

1.19. **VWT Group**: means the group of companies which is, directly or indirectly, under the control of the company Veolia Water Technologies, a French company (*société par actions simplifiée unipersonnelle*) duly registered with the Business and Trade Register (*registre du commerce et des sociétés*) of Créteil under number 414 986 216 and with registered head-office at L'Aquarène – 1, place Montgolfier – 94417 Saint-Maurice Cedex – France, and “**control**” means for the herein purposes the ability to, directly or indirectly, direct the affairs of another by means of ownership, contract or otherwise.

### 2. Access to the HUBGRADE™ Platform

#### 2.1. Account activation

2.1.1. To enable the access to and use of the HUBGRADE™ Platform, You are required to activate Your Account as follows:

- You will receive an email which will provide You with a username and a temporary link to reset the password for Account activation purposes by HUBGRADE™ Platform;
- You will have to connect to the temporary URL provided in the email along with the username and password reset link;
- Your access will be based on and subject to the Module(s) actually subscribed by the Customer.

2.1.2. It is the Customer's responsibility to guarantee that the Log-In Credentials are assigned to natural persons who are authorized to access the information made available via HUBGRADE™ Platform.

2.1.3. You agree, as a User, not to activate the Account unless the Customer has authorized You to do so.

2.1.4. Log-In Credentials are personal and confidential. You agree not to disclose them to any third party(ies) and to comply with any applicable password security policy. You are responsible for the use made of Your Log-In Credentials and You expressly acknowledge and agree that You will be deemed responsible for any and all actions taken on the HUBGRADE™ Platform using Your Log-In Credentials. In case of any loss, fraudulent misappropriation or use of Your Log-In Credentials in breach, whether total or partial or the herein Terms of Use You agree to immediately report it to the Customer and to VWT by sending an email to [hubgrade.vwt@veolia.com](mailto:hubgrade.vwt@veolia.com) and obtaining new Log-In Credentials. We are not responsible for Your failure to comply with this clause, or for any delay in shutting down Your Account after You have provided notice to Us.

#### 2.2. Closing of Account

Unless otherwise provided for in the Agreement, the Customer is free to close any Account at any time for convenience subject to these Terms of Use. It is the Customer's responsibility to remove any Users who no longer require access to the HUBGRADE™ Platform. In such a case, the full responsibility of the User Content, including publishing or editorial responsibility, shall be and remain with the Customer after the expiration or termination for any cause whatsoever of the Agreement for an indefinite period of time. Subject to the reversibility provisions of the Agreement (if any), any Account shall be closed upon termination and/or expiration of the Agreement and any Personal Data related thereto shall be deleted within the 30 days of any such termination or expiration.

### 3. Use of the HUBGRADE™ Platform

3.1. Use of the HUBGRADE™ Platform: since VWT uses the HUBGRADE™ Platform to perform the Services to the Customer, You will have to be trained to such use in accordance with the provisions of the Agreement.

3.2. Some Modules of the HUBGRADE™ Platform may allow You to (i) obtain certain information and alerts about the Customer's water treatment system equipment and/or facilities, via the uploading and processing of data obtained from the sensors installed on that equipment and/or facilities, and (ii) consult information and documents in relation to the contracts in progress with VWT Business Unit (invoices, contracts, etc.) and the related service interventions (on-site service reports, intervention reports, etc.).

3.3. Some Modules of the HUBGRADE™ Platform may also allow You to manage, via an agenda, the service interventions planned on the Customer's water treatment system and to interact with the relevant VWT Business Unit to schedule such interventions. You may also publish, using the text boxes reserved for that purpose, comments for the attention of VWT Business Unit. These comments are considered User Content.



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- 3.4. Some Modules of the HUBGRADE™ Platform may rely on third-party software, in particular the Google Maps application, and enable locating water treatment system equipment. By using this Module You expressly accept any such third-party software terms of service.
- 3.5. You hereby represent and warrant to Us that You will not make any misuse, non-compliant, illegal or unlawful use of the HUBGRADE™ Platform, including of any Module thereof, and, in particular, You will not use the HUBGRADE™ Platform and/or Services in any way that is abnormal, inappropriate, fraudulent or unlawful, or that in any way infringes the rights of VWT, of its Affiliates or of third parties.
- 3.6. We reserve the right to temporarily suspend or permanently close down Your Account at Our convenience, at any time without prior notice or any right to compensation for You or the Customer, in case of any breach or non-compliance from You with these Terms of Use. In any such case, We will furthermore be entitled to suspend or terminate any and all Accounts associated with the Customer.

### 4. Modifications and Maintenance

- 4.1. We reserve the right for the scheduled maintenance windows which may or may not necessarily be used to perform planned maintenance activities on the HUBGRADE™ Platform. The operating status for such activities can be tracked on the website mentioned above.
- 4.2. We also reserve the right for any urgent maintenance activities on the HUBGRADE™ Platform which We may have to carry on at very short notice, such as for safety reasons in order to avoid the risk of loss or damage to data and to the HUBGRADE™ Platform as a whole. In the event that the HUBGRADE™ Platform is rendered fully or partially unavailable, We will, to the extent reasonably possible, provide notification of the incident and operating status can be tracked on the website mentioned above (see section 4.1).
- 4.3. You acknowledge and agree that with respect to sections 4.1 to 4.3, We reserve the right at any time to modify, interrupt or discontinue the whole, or any part of, the HUBGRADE™ Platform, at any time for convenience. You hereby waive any right to be compensated or indemnified in any manner whatsoever in relation to or as a result from any such modification, interruption or discontinuance of the HUBGRADE™ Platform
- 4.4. You, both as a User and a representative of the Customer, acknowledge and agree that when it is notably in the interest of the performance of the Services, the operation of the HUBGRADE™ Platform or for compliance with laws and regulations purposes, We reserve the right to unilaterally modify these Terms of Use without notice at any time and You will be prompted to accept those revised Terms of Use upon connecting to the HUBGRADE™ Platform following such modifications.

### 5. User obligations - Liability - Limited Warranty

- 5.1. You, both as a User and a representative of the Customer, and Us, including the VWT Business Unit, agree that any information and material accessible and/or communicated via HUBGRADE™ Platform is confidential information (hereafter the “**Confidential Information**”), except if this information and/or material (a) is publicly known (b) was obtained in good faith by either party from a third party which was not under an obligation of confidentiality in respect thereof, (c) was known to a party prior to entering into this Terms of Use and not subject to duties of confidentiality and/or (d) is required to be disclosed by law or by an administrative or judicial body or authority. You and Us hereby agree to use such Confidential Information communicated by the other party hereunder only on “as-needed” basis and in accordance with the Agreement and the provisions of these Terms of Use and not to disclose any such Confidential Information to any non-authorized third party. In particular, You agree to use any such Confidential Information in accordance herewith, and for the purposes of Your duties as both User and authorized representative of the Customer
- 5.2. You agree, both as a User and a representative of the Customer, to use the HUBGRADE™ Platform, including any Module thereof, and the Services offered on it in strict compliance with any and all applicable laws and regulations and with these Terms of Use and agree not to:
  - act dishonestly or unprofessionally, including by posting or publishing in any manner any inappropriate, inaccurate, or objectionable User Content the HUBGRADE™ Platform;
  - transmit or facilitate the transmission of any User Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, that may be invasive of another's right of privacy or publicity, hateful, racially, ethnically or otherwise objectionable;
  - add content that is not intended for, or inaccurate for, a designated field;
  - create or let create a false User Account for You or anyone else;
  - make any misrepresentation with respect to any information required for or related to Your Log-In Credentials, including if it relates to the Customer;



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- use or attempt to use another's Account;  
act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- disclose information that You do not have the right to disclose, such as Confidential Information (including of the Customer);
- violate, infringe and/or misappropriate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- violate, infringe and/or misappropriate Our intellectual property or other rights of the intellectual property rights of Our Affiliates, including, without limitation, using the words “HUBGRADE”, “VEOLIA”, or our logos in any trademark, business name, email, or URL;
- post or publish on the HUBGRADE™ Platform anything that contains software viruses, worms, or any other harmful code;
- manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- create Accounts or provide User Content that promotes escort services or prostitution.
- create or operate a pyramid scheme, fraud or other similar practice;
- copy or use the information, content or data of others available on the Services (except as expressly authorized by the Agreement or in writing by the VWT Business Unit or VWSTI);
- copy or use the information, content or data on the HUBGRADE™ Platform in connection with a competitive service (as determined by the VWT Business Unit);
- copy, modify or create derivative works of the HUBGRADE™ Platform, the Services or any related technology (except as expressly authorized by the VWT Business Unit or VWSTI);
- reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code of the HUBGRADE™ Platform, including of any of its Modules or of the Remote Control);
- disassembling, decompiling or reverse engineering HUBGRADE™ Platform and/or VWT Content except within the limits of the French Intellectual Property Code. In the event that You wish to obtain information enabling the interoperability of the HUBGRADE™ Platform and/or the VWT Content to be implemented with another software developed or acquired independently by You for use in accordance with the destination of the HUBGRADE™ Platform and/or the VWT Content, You undertake in advance to (i) request any information necessary for such interoperability by registered letter with acknowledgement of receipt and (ii) send to the VWT Business Unit and VWSTI a detailed description of the functionalities of the software or software package intended for this interoperability. If no reply is received within thirty (30) days of receipt of the request, You may proceed with the decompilation operations within the limits set by the French Intellectual Property Code. You shall notify the VWT Business Unit and VWSTI of the completion of these operations in a timely manner and allow the VWT Business Unit and VWSTI to attend any such operations. In addition, if You wish to involve a third party, You must first obtain the written consent of the VWT Business Unit or VWSTI;
- rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;
- sell, sponsor, or otherwise monetize any feature of the HUBGRADE™ Platform or of the Services, without the consent of the VWT Business Unit or VWSTI;
- remove any copyright, trademark or other proprietary rights notices contained in or on Our Services;
- remove, cover or obscure any advertisement included on the Services;
- collect, use, copy, or transfer any information obtained from the VWT Business Unit and/or VWSTI without the consent of the VWT Business Unit and/or VWSTI;
- share or disclose information of others without their express consent;
- use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the Services or any related data or information;
- use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- monitor the Services' availability, performance or functionality for any competitive purpose;
- engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the HUBGRADE™ Platform, of any Module or of the Services;
- access HUBGRADE™ Platform or of the Services except through the interfaces expressly provided by VWT;
- override any security feature of HUBGRADE™ Platform or of the Services;
- interfere with the operation of, or place an unreasonable load on, HUBGRADE™ Platform or of the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
- use the comment and discussion systems in a manner that adversely affects the availability of its resources to other Users (e.g., excessive shouting (use of all caps), flooding (continuous posting of repetitive text));
- harass, stalk, or threaten any other Users in the the HUBGRADE™ Platform;
- participate in any action within the the HUBGRADE™ Platform which, in the sole judgment of VWSTI or the VWT Business Unit, exploits or abuses an undocumented aspect of the the HUBGRADE™ Platform in order to obtain an unfair advantage over other users of the the HUBGRADE™ Platform;
- access or attempt to access any areas within the the HUBGRADE™ Platform that have not been made available to users;
- circumvent or attempt to circumvent disciplinary measures taken against your account, including registering for or using a new account on the HUBGRADE™ Platform after being suspended or banned.



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5.3 You agree to be liable for any consequences which may have been caused, whether directly or not, to Us, including Our Affiliates, as a result of or in connection with any breach of Your obligation to use the HUBGRADE™ Platform and the Services in compliance with both these Terms of Use and any applicable laws and regulations; therefore You agree to indemnify and hold Us, including Our Affiliates, harmless from any and all losses, liabilities, damages, claims, and all related costs and expenses (including any and all legal fees and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) that We may incur as a result or in connection with any claim or proceeding of whatever nature arising therefrom or in connection therewith.

You agree to implement or to require the Customer to implement, at no cost to the VWT Business Unit and/or VWSTI, all of the resources which may be required to timely and securely access the HUBGRADE™ Platform (including, but not limited, to an Internet connection) and agree as a representative of the Customer to ensure that all natural persons who access the HUBGRADE™ Platform comply with these Terms of Use.

5.4. The HUBGRADE™ Platform, including Modules thereof, is a tool and support system that is intended in particular (but without restriction) to assist You, both as a User and a representative of the Customer, in monitoring, controlling and optimising the operation of Your water treatment system. We recommend and require that any Customer establishes at all times sufficient internal controls (technical and organisational) in order to minimise the risk and consequences of errors or breakdowns in both the HUBGRADE™ Platform and the Services provided by VWT. As part of the responsibilities attributable to the Customer (that you herein represent), You shall ensure and procure that the Customer will have its water treatment system, including any equipment embedded therein, equipped with sufficient safety measures to protect it against any overload and inappropriate use or misuse whatsoever.

5.5. We will make reasonable efforts to provide access to the HUBGRADE™ Platform and to take reasonable steps to remedy any malfunction that is brought to Our knowledge. However, We cannot guarantee that any such access will be uninterrupted or error-free. You acknowledge and agree that We may temporarily suspend the HUBGRADE™ Platform without notice, in particular, due to technical issues, irrespective of their cause or origin, without this entailing any liability whatsoever for the VWT Business Unit or VWSTI.

5.6. You acknowledge and agree that We, including the VWT Business Unit, shall not be liable to You and/or to the Customer You represent for any inconveniences, losses or damages whatsoever inherent to use of the Internet, including any Services interruption, outside intrusion or IT virus and that We do not warrant uninterrupted or error-free operation of the HUBGRADE™ Platform or of the Services. In particular, We disclaim any and all liability, without this list being restrictive, for:

- any defective transmission and/or receipt of any data and/or information over the Internet;
- any defect or failure in the receiving equipment or lines of communication;
- any action You take or fail to take on receipt or non-receipt of any data and/or information over the HUBGRADE™ Platform;
- the accuracy, completeness and/or reliability of any data and/or information over the HUBGRADE™ Platform;
- any failure or malfunction of the Internet preventing proper operation of the HUBGRADE™ Platform and/or of the Services.

5.7. THE HUBGRADE™ PLATFORM AND ANY CONTENT OR DATA THAT CAN BE ACCESSED ON IT ARE PROVIDED BY VWT "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, INCLUDING THE VWT BUSINESS UNIT, EXCLUDE ALL REPRESENTATIONS AND WARRANTIES REGARDING THE HUBGRADE™ PLATFORM AND ANY CONTENT OR DATA THAT CAN BE ACCESSED ON IT AND/OR ACTIONS TAKEN BY ANY USER ON THE HUBGRADE™ PLATFORM AND THE PERFORMANCE OF ANY RELATED SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE INCLUDING THE VWT BUSINESS UNIT, MAKE NO REPRESENTATION OR WARRANTY THAT (I) THE HUBGRADE™ PLATFORM WILL BE COMPATIBLE WITH YOUR DEVICE OR SOFTWARE; (II) THE HUBGRADE™ PLATFORM WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE HUBGRADE™ PLATFORM, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE HUBGRADE™ PLATFORM WILL BE SECURE; (V) THE USE OF THE HUBGRADE™ PLATFORM WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE HUBGRADE™ PLATFORM WILL NOT CAUSE ANY DAMAGE TO YOUR DEVICE, COMPUTER SYSTEMS, SOFTWARE OR ELECTRONIC FILES. YOU EXPRESSLY ACKNOWLEDGE THAT WE, INCLUDING THE VWT BUSINESS UNIT, HAVE ENTERED INTO THIS AGREEMENT WITH YOU AND MAKE THE HUBGRADE™ PLATFORM AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU, INCLUDING THE CUSTOMER YOU REPRESENT, AND US, INCLUDING THE VWT



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BUSINESS UNIT. YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF TERMINATION OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY ANY APPLICABLE LAW, VIS A VIS YOU AND/OR THE CUSTOMER YOU REPRESENT, THE TOTAL AGGREGATE LIABILITY OF VWSTI AND THE VWT BUSINESS UNIT FOR ANY DAMAGES ARISING OUT OF OR CONNECTED TO THESE TERMS OF USE SHALL IN NO EVENT EXCEED THE GREATER OF THE ACTUAL AMOUNT OF CUMULATIVE FEES AND CHARGES PAID BY THE CUSTOMER IN CONSIDERATION OF THE RELATED SERVICES PERFORMANCE DURING THE SIX (6) MONTHS PRECEDING THE OCCURRENCE OF THE DAMAGE OR THE AMOUNT OF FIVE THOUSAND EUROS (EUR 5.000,00) WHICHEVER IS LOWER.

5.8. SUBJECT TO THE HEREIN LIMITATIONS, NEITHER YOU NOR US SHALL BE LIABLE VIS A VIS EACH OTHER FOR ANY INDIRECT LOSS OR DAMAGE, WHETHER CONSEQUENTIAL OR NOT, THAT IT MAY CAUSE TO THE OTHER UNDER THESE TERMS OF USE.

### 6. Intellectual Property

#### 6.1. VWT Content

6.1.1. Both as a User and a representative of the Customer, You acknowledge and agree that the HUBGRADE™ Platform, as well as any VWT Content that can be accessed on the HUBGRADE™ Platform (including, but without restriction, the architecture, maps, graphics, photographs, illustrations, software, source code, algorithms used and patents on technical solutions etc. that form part of or are used in performing any Service) are protected by intellectual property rights or by any other rights recognized by law and are the property of VWT or have been licensed or sublicensed to it.

6.1.2. Both as a User and a representative of the Customer, You are also informed that “HUBGRADE™” is a registered trademark of VWT and/or Affiliates thereof and forms part of the “VWT Content”.

6.1.3. Unless otherwise stated in the Agreement and subject to Your acceptance of and compliance with these Terms of Use, We hereby grant You as a User, for the period of validity of Your Account as per the Agreement, a worldwide, personal, non-exclusive and non-transferable license to access and use the HUBGRADE™ Platform and any VWT Content strictly for the purposes and under the conditions set forth herein.

6.1.4. The use, downloading or reproduction of all or part of any VWT Content is only authorized for the normal business purposes set forth herein, and any reproduction or display for any other purpose requires the prior written consent of VWSTI or the VWT Business Unit. In particular, You, both as a User and a representative of the Customer, agree to strictly comply with any obligation arising from Section 5.2.

6.1.5. Should You fail to comply with any of the herein provisions, the license granted to the Customer for You to use the HUBGRADE™ Platform will be immediately terminated without notice.

#### 6.2. User Content - Customer Content

6.2.1. You, including the Customer You represent, agree to be responsible vis a vis Us, including the VWT Business Unit, for any User Content and/or Customer Content (including any publishing or editorial responsibility related thereto or connected therewith), which may be published, posted and/or submitted in any manner whatsoever by the User on the HUBGRADE™ Platform. VWSTI is acting solely as an intermediary in the posting and/or publishing of any User Content and/or Customer Content on the HUBGRADE™ Platform as the case may be and may neither (i) be considered as the publisher or the editor of any such User and/or Customer Content, nor (ii) bear any liability vis a vis any User(s), the Customer and/or any third party which may arise from or be connected to any such User Content and/or Customer Content, including for completeness or accuracy thereof.

6.2.2. You agree, both as a User and a representative of the Customer, not to publish any User Content and/or any Customer Content which contains information that:

- is not compliant with applicable laws and regulations,
- is false, deceptive or misleading and/or
- is likely to adversely affect Our rights or interests, including those of Our Affiliates, or of the rights or interests of any third party, including, in particular, any content that is or is threatened to be of a nature that infringes any third-party intellectual property rights.
- may, in the sole and absolute discretion of VWSTI, degrade, tarnish or deprecate VWSTI or any Affiliate thereof, and/or the public image or standing in the community of VWSTI or any Affiliate thereof;
- is deemed, in the sole and absolute discretion of VWSTI, to be defamatory, trade libellous, pornographic or obscene;



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- is deemed, in the sole and absolute discretion of VWSTI, to contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of VWT; any identifiable third party products, trademarks, brands and/or logos, other than those of HUBGRADE, Veolia, Veolia Water Technologies and/or VWSTI; conduct or other activities in violation of these Terms of Use; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by VWSTI in its sole and absolute discretion;
- contains any reference to or likeness of any identifiable third parties, unless consent has been obtained from each such individual; and/or
- contains any viruses, trojan horses, time bombs, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

6.2.3. In accordance with Our hosting provider status, We will remove any manifestly illicit User Content and/or Customer Content which would be notified to it or to any VWT Business Unit. In this respect, any User shall report any User Content and/or Customer Content that seems inappropriate by writing to the following address: [hubgrade.vwt@veolia.com](mailto:hubgrade.vwt@veolia.com)

6.2.4. You, both as a User and a representative of the Customer, hereby agree to grant VWSTI a worldwide, royalty-free, non-exclusive license over Your User Content and the Customer Content permitting VWSTI, including any Affiliates thereof, to use, reproduce, display, modify, edit, translate and disclose any such User Content, in whole or in part, on all media and using all means, to all third parties and for all purposes (commercial or otherwise) provided it is on a no-name basis and for any improvement, enhancement, enrichment, operation and promotion and/or supply of the HUBGRADE™ Platform (including any Module thereof) and/or the related Services. Any such licence is granted for the term of this Agreement and for an additional period of ten (10) years following the expiry or termination of the Agreement or for the period of protection of the related intellectual property rights, whichever occurs last.

6.2.5. All Intellectual property rights for any development You or the Customer may have done in the HUBGRADE™ Performance/Plant Lab will belong to You and/or the Customer. If You and/or the Customer wish to sell the copyright or commercialization rights to any features developed by You and/or Customer in the HUBGRADE™ Performance/Plant Lab, VWSTI must first be offered to purchase such rights under normal market terms.

6.2.6. You hereby agree that You shall not use HUBGRADE™ Platform so as to disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of HUBGRADE™ Platform or to interfere with any other User's access to and use of the HUBGRADE™ Platform.

6.2.7. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU, BOTH AS A USER AND A REPRESENTATIVE OF THE CUSTOMER, HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD US, INCLUDING ANY OF OUR AFFILIATES, HARMLESS FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, INCLUDING ALL RELATED COSTS AND EXPENSES (INCLUDING ANY AND ALL LEGAL FEES AND COSTS OF INVESTIGATION, LITIGATION, SETTLEMENT, JUDGMENT, APPEAL, INTEREST AND PENALTIES), THAT WE MAY INCUR IN CONNECTION WITH ANY CLAIM ARISING FROM, IN CONNECTION WITH OR RELATING TO USER CONTENT AND/OR CUSTOMER CONTENT.

### 6.3. Hypertext links

6.3.1. The HUBGRADE™ Platform may contain hypertext links redirecting to websites operated by third parties. These links are provided for information purposes only. We do not publish and have no control over the sources, the content of such websites or their ties with other websites and disclaim any and all liability in connection with such websites as well as for any actual or alleged damages or losses arising out of or in connection with the use of the information, services or data available on those websites.

6.3.2. By providing hypertext links to those websites, We do not approve or endorse the content of such websites. You, both as a User and a representative of the Customer, are recommended to check on the terms and conditions applicable to such third-party websites.

## 7. Data Privacy

### 7.1. Processing of Personal Data





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For the herein purposes, You may wish to contact VWT Data Protection Officer at the following address: [dpo.vwt@veolia.com](mailto:dpo.vwt@veolia.com).

When Your Account is being activated for access to and use of the HUBGRADE™ Platform, We, including Our Affiliates, may, in accordance with the Agreement entered by the Customer You hereby represent, collect some of Your personal data, such as Your contact details as provided by the Customer, (hereinafter the “**Personal Data**”) and then act as “Data processor” of the Customer with regards to such Personal Data.

We will process Your Personal Data in compliance with the applicable personal data protection legislation, in particular the EU General Data Protection Regulation of 27 April 2016 (the "GDPR") and the French Act no. 78-17 of 6 January 1978 on Information Technology, data files and civil liberties, in its current version, and agrees to take reasonable measures available to it to help preserve the confidentiality of such Data.

### 7.2. Personal Data collected by Us

We will collect and process Personal Data from You in the following situations:

- any setup and management of Your Account ;
- any use of the HUBGRADE™ Platform (including any Module thereof); and/or
- whenever You contact Our customer service or any other point of contact at the VWT Business Unit or interact in any manner with Us.

In this context, We may collect and process the following Personal Data, whether published or posted by You on the HUBGRADE™ Platform or not, from You:

- Your identity: first name(s), last name;
- Your contact details as a User: email address; landline number (optional), mobile number (optional)
- Your Log-In Credentials as a User;
- any Personal Data on any relevant device permitting the use of the HUBGRADE™ Platform, including but not limited to any technical information on the features and operating data of the User’s device, the operator, operating system and IP address;
- any other information You directly and voluntarily provide Us with, and in particular any electronic mail or messages sent to Us.

### 7.3. Purpose and Legal Basis of the Personal Data processing

As a Data processor, We will collect any such Personal Data in a lawful and fair way by respecting Your rights as for any data subject. The main reason for any such Personal Data collection is to offer each Customer, and therefore each authorised User with a secure, optimal, efficient and personalized experience on the HUBGRADE™ Platform.

We will process any such Personal Data for the following purposes:

- managing Your User Account and User relationship (including any notification related to the Services, that may be managed/unsubscribed from through the User's Account): The legal basis of the Personal Data processing is the performance of the Agreement and the present Terms of Use. The information is necessary to perform the obligations of the Agreement and/or of these Terms of Use, otherwise, those could not be performed;
- ensuring the operation of the HUBGRADE™ Platform and, in particular, handling its operational functions (including logistics functions), resolving any technical issue, improving and developing new features on the basis of Your use and/or feedback and requests. The legal basis of this processing is Our legitimate interest;
- carrying out statistical and performance analysis: it is in Our legitimate interest to process any such Personal Data in order to monitor the activity and efficiency of the HUBGRADE™ Platform ;
- responding to any of Your queries and communicating with You. Your Personal Data is used in Our legitimate interest to answer Your questions and comments and manage Your requests;
- applying to any applicable laws and regulations, as well as these Terms of Use.

### 7.4. Communication or Transfer of Personal Data

Unless otherwise specifically stated herein, We will keep all Personal Data confidential, and will only share any such Personal Data under specific circumstances and in compliance with applicable laws and regulations.

We may, in particular, provide access to the Personal Data to third-party service providers, acting as subcontractors (i.e., subsequent Data processors) which perform services in connection with the HUBGRADE™ Platform such as hosting, storage, analytical or IT maintenance services. Any such service providers will only act upon Our instructions, including those of Our Affiliates, and will only have access to the Data for the purposes of performing such services.



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Such service providers may be located outside the European Union. In such case, You may request information by writing to [dpo.vwt@veolia.com](mailto:dpo.vwt@veolia.com) about the recipient of any such Personal Data transfer, type of any such Personal Data transferred, purpose of any such Personal Data transfer, country to where any such Personal Data is transferred and legal basis of any such Personal Data transfer,

Any such Personal Data may also be shared with third parties for the following reasons:

- in the context of a merger, acquisition or disposal of all or some of the assets of VWSTI or any Affiliate thereof, as You hereby expressly acknowledge;
- in response to any legal or administrative proceedings of any kind or of enforcement measures ordered by the competent authorities;
- to comply with legal requirements, to protect the rights and/or safety of an individual, to protect Our rights and ownership, including the need to have these Terms of Use complied with, and to prevent any fraud, security or technical issues.

### 7.5 Personal Data retention period and Personal Data security

We shall retain the Personal Data for the entire period Your Account is active and for archival purposes thereafter for the maximum period permitted by applicable law.

Since the security of any Personal Data is among Our top priorities, We will take all reasonable measures (on physical, organizational and technical levels) to help prevent any unauthorized disclosure, use, alteration, accidental loss or destruction of any Personal Data.

### 7.6 Cookies

To facilitate browsing on the HUBGRADE™ Platform as explained in this Section 7.6, very small files (called “cookies”) may be placed on Your device. A cookie may record information on the browsing by Your device on the HUBGRADE™ Platform, so as, for example, to recognize You when You come back to the HUBGRADE™ Platform and enable You to benefit from optimal browsing. When You connect to and browse the HUBGRADE™ Platform, You, both as a User and a representative of the Customer, accept that the HUBGRADE™ Platform uses cookies to improve its own functionalities and performance.

We use the following types of cookies:

- technical cookies that are strictly necessary; these are cookies that are essential for the proper operation of the HUBGRADE™ Platform and are used for management of Log-In Credentials and access to the HUBGRADE™ Platform;
- cookies that enable the HUBGRADE™ Platform to remember Your preferences as User and better Your optimize browsing;
- Third-party cookies: cookies associated with the use of third party components and subject to such Third Party’s privacy policy which can be viewed via any subsequent link provided by respective Third Party.

If You do not wish to accept any such cookies, You should change Your browser settings to refuse them following the instructions specific to Your browser, for instance:

- In the Internet Explorer 10 or 11 (Microsoft) browser: Select “Tools”, “Internet Options”, “Privacy”, “Settings”, “Advanced”, then under “First-party Cookies” and “Third-party Cookies”, choose one of the following: “Block” to automatically block cookies or “Prompt” to prompt with each cookie request.
- In the Firefox browser: Click on “Open Menu” and select “Options”. In the “Privacy and Security” tab, go to the History section. In the drop-down menu next to Firefox will, choose Use custom settings for history. Check-mark Accept cookies from websites to enable cookies, and uncheck it to disable them.
- In the Chrome (Google) browser: Click “Settings”. At the bottom, click “Advanced”. Under “Privacy and security”, click on “Content settings”. Under “Cookies”, turn off the option “Allow sites to save and read cookie data”.

At any time you may also adjust cookies’ permission on your User profile feature.

Not accepting any such cookies, other than technical cookies that are strictly necessary, will not prevent connection to the HUBGRADE™ Platform but might impair or restrict some of its features.

### 7.7. User Rights

You have a right to access, rectify and delete Your Personal Data processed by VWT. Under certain circumstances, You have the right to object to or request the restriction of such processing as well as the portability of Your Personal Data. You also have the right to set guidelines regarding the fate of Your Personal Data after Your death. You can exercise these rights at any time and send us any questions You may have by writing to the following address: [dpo.vwt@veolia.com](mailto:dpo.vwt@veolia.com).



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You may also file a complaint with the CNIL (the French data protection agency) by writing to CNIL, 3 Place de Fontenoy, 75007 Paris, France

**8. Miscellaneous**

- 8.1. These Terms of Use, together with the Agreement, form the entire agreement between You, including the Customer You hereby represent, and Us, including the VWT Business Unit with respect to the access to and use of the HUBGRADE™ Platform and cancel and supersede any possible prior agreement or understanding having the same subject matter.
- 8.2. If one or more provisions of these Terms of Use is held or becomes invalid or unenforceable under any law or regulation or by a decision of a court of competent jurisdiction, it shall be severed, but without this affecting the validity and/or enforceability of the remaining provisions.
- 8.3. No failure by a party at any time to enforce its rights in connection with any provision of these Terms of Use shall operate or be construed as a waiver of such provision or of the right to subsequently enforce that provision and/or of its remedies for such breach.
- 8.4. We may assign these Terms of Use, together with all of the rights and obligations associated therewith, to any third party, in particular in case of the disposal of a business unit, merger by the formation of a new company, merger by acquisition, spin-off or change of control which may affect Us in any manner.

**9. Governing law and jurisdiction**

- 9.1. To the maximum extent permitted by applicable laws, these Terms of Use are governed by and shall be construed in accordance with the laws of France, regardless of its conflict of laws provisions.
- 9.2. To the maximum extent permitted by applicable laws, You, including the Customer You hereby represent, and Us, including the VWT Business Unit shall endeavour to resolve any dispute arising out of or relating to these Terms of Use promptly (but without prejudice to any urgent measures or proceedings which may be necessary). Unless this dispute is amicably resolved within a period of fifteen (15) days, the more diligent party may submit it to the competent courts of PARIS, FRANCE.