

General Purchase Conditions IT

A. GENERAL PROVISIONS

1. Definitions

The following definitions apply in these General Purchasing Conditions for IT Goods and Services ('IT GPCs'):

Acceptance:	Written approval by Veolia of the Goods and/or Services and the functioning of the Goods in combination with hardware or software belonging to Veolia;
Acceptance Test:	The test used to show that the Goods and/or Services in combination with the hardware and software used by Veolia comply with the agreed Specification;
Agreement:	Any written agreement and/or Order between Veolia and the Supplier, including any amendment or addition to such agreement and/or Order as well as any annexes to such agreement and/or Order;
Auxiliary Items:	Has the meaning assigned to it in clause 13 of these IT GPCs;
Confidential Veolia Information:	All information disclosed by Veolia to the Supplier, whether verbally or in writing, that is designated as confidential or can reasonably be assumed to be confidential given the nature and character of the information and the circumstances of the disclosure. Confidential information includes at any rate personal details and technical information, including architecture matters, setup documents and systems documentation.
Data subject:	Identified or identifiable natural person to whom the processed Personal Data relate;
Defect:	Any deviation in the Goods and/or Services compared with the Specification, and any other incorrect functioning of part or all of the Goods or Services, including the situation where, in the reasonable opinion of Veolia, this means that normal usage of the Goods or Services would involve a risk for Veolia;
Documentation:	The manuals, documentation and other information needed to enable the end-users to use the Goods or Services effectively and efficiently.
Exit Phase:	Has the meaning given to it in clause 19 of these IT GPCs;
General Provisions:	The provisions of these IT GPCs excluding the Special Provisions;
Goods:	All items supplied or to be supplied to Veolia by the Supplier for the performance of an Agreement, including Software and Hardware;
Hardware:	All computer hardware provided by the Supplier to Veolia for the performance of an Agreement together with any parts thereof or associated system software, related Goods and accessories;
Hosting Party:	Has the meaning given to it in clause 19.3 of these IT GPCs;
IT GPCs:	These General Purchasing Conditions for IT Goods and Services;
Malware:	Computer viruses or any other software routine intended or designed to give access or allow the use of a computer system by an unauthorised person or to render a computer system unusable, damage it or delete it or to impede or impair the normal use of that computer system;
Materials:	All materials and Auxiliary Items necessary for the use, maintenance, implementation and modification of the Goods supplied or to be supplied, and/or for the implementation of Services;
Order Supplier:	A written confirmation of an order;
Supplier:	Any natural person or legal person with which Veolia has concluded an Agreement or which is or has been in negotiations for an Agreement.
Parties:	Veolia and the Supplier jointly;

Personal data:	All information about an identified or identifiable natural person, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more elements that are characteristic of the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person;
Personal Data Breach:	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to data transmitted, stored or otherwise processed;
Processing:	Any operation or set of operations which is performed on personal data or sets of personal data, whether or not by automatic means, such as: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, publication or otherwise making available, alignment or combination, protection, erasure or destruction;
Security incident:	An event that forms an actual or potential threat to the availability, reliability and confidentiality van Veolia information and systems;
Services:	All services performed by the Supplier for or on behalf of Veolia in the performance of the Agreement, whether or not in connection with the supply of Goods;
Service Level Agreement ('SLA'):	Any supplement to an Agreement containing qualitative and/or quantitative criteria for Goods and/or Services to be supplied by the Supplier to Veolia under the Agreement;
Software:	All computer software (both standard and custom) supplied by the Supplier to Veolia in the performance of an Agreement, as well as all new versions, releases, updates or parts thereof;
Special Provisions:	the provisions of these IT GPCs relating to Software, Hardware, maintenance and data protection;
Specification:	A description of the Goods and/or Services ordered by Veolia, as stated or referred to in the Agreement. In the absence of such a description, that which is customary between the Parties or, failing that, that which is customary in the industry will apply;
Supervisory Authority:	Autoriteit Persoonsgegevens, responsible for supervising compliance with the laws relating to the processing and protection of Personal Data in the Netherlands.
Support:	All services and advice relating to the use and operation of the Hardware and Software, including services relating to the implementation of new versions, releases or updates of the Software;
Veolia:	Veolia Nederland B.V. and its subsidiary companies established in the Netherlands;
Veolia Items:	All items which Veolia makes available to the Supplier in connection with the agreement, including software, documentation, models, drawings, tools or other resources.
Veolia Security Officer:	The Veolia employee charged with implementing the Veolia information security policy and with monitoring compliance with that policy.

2. Applicability

- 2.1 Unless the Agreement or parts thereof stipulate otherwise, these IT GPCs apply to all legal relationships between Veolia and the Supplier connected with the purchase by Veolia of IT Goods and/or Services from the Supplier.
- 2.2 In addition to the General Provisions, Special Provisions apply regarding Software, Hardware and the protection of data when this is required by the Agreement (or the nature thereof).
- 2.3 If any provisions of these IT GPCs are deemed void, voidable or otherwise unenforceable, this will not detract from the validity of the other provisions of these IT GPCs or the Agreement. The

Parties consent in advance to alternative provisions that correspond as closely as possible with the old void, voidable or unenforceable provisions in terms of content, purport, scope and intent.

- 2.4 The applicability of IT GPCs or other clauses used and/or to be used by the Supplier is explicitly rejected.
- 2.5 In these IT GPCs, 'written' is taken to include messages sent by fax, e-mail, the internet or another electronic and/or digital medium.
- 2.6 In the case of a conflict between the Dutch text of the IT GPCs and the translation, the Dutch text takes precedence.

3. Conclusion of the Agreement, Amendment of the Agreement

- 3.1 Any offer, price quotation or other proposal issued by the Supplier is irrevocable and valid for a minimum of ninety (90) days. The costs incurred in issuing an offer, price quotation or other proposal are for the account of the Supplier.
- 3.2 An Agreement is formed when the Supplier's irrevocable offer is accepted by Veolia, such by sending an Order to the Supplier, or when an Agreement is signed by both Parties.
- 3.3 If the Supplier delivers a performance (or makes preparations to that end) before an Agreement has been concluded, this is entirely for the Supplier's own account and risk.
- 3.4 Agreements can only be amended and/or supplemented in writing with the consent of both Parties. Amendments and/or supplements to an Agreement explicitly include additional and/or cancelled work and/or price changes.

4. Additional and cancelled work

- 4.1 Veolia is entitled to amend the Specification prior to or during the performance of the Agreement, or to demand the supply of additional Goods and/or an extension of the Services after the performance of the Agreement, provided that this is reasonable in the given circumstances.
- 4.2 The Supplier declares in advance that it is willing to perform the amended Agreement under the same conditions, provided that it is able to do so.
- 4.3 If the work that the Supplier is to perform under the Agreement is demonstrably increased or complicated as a result of an amendment of the Agreement, this constitutes additional work for which the Supplier will receive additional remuneration. This remuneration will be determined on the basis of the principles used to determine the remuneration originally agreed upon. Additional work does not include extra activities that the Supplier could have foreseen when the Agreement was concluded. If the Supplier believes it is entitled to remuneration for additional work, it may only begin the performance of that work after (i) it has issued an offer for the scope of the anticipated additional work and the resulting costs for Veolia and (ii) it has received an Order from Veolia for the performance of the additional work.
- 4.4 If the work that the Supplier is to perform is demonstrably reduced as a result of an amendment to the Agreement, this constitutes cancelled work. In that case, the Parties will amend the agreed remuneration in proportion to the work cancelled.
- 4.5 In the event of additional or cancelled work, the date of delivery of the Goods or duration of the performance of the Services will be redetermined following reasonable discussions.

5. Prices, payment

- 5.1 All agreed prices are fixed, expressed in Euros and exclude VAT.
- 5.2 Price changes agreed by the Parties come into effect thirty (30) days after written acceptance by Veolia.
- 5.3 The Supplier must send its invoices in the manner instructed by Veolia and in the language in which the Agreement is drawn up to the invoice address stated in the Agreement, quoting the creditor number, order number and specification of the Goods delivered and/or Services rendered.
- 5.4 Payment is made after delivery and following receipt of a correctly formulated invoice, sixty (60) days after (i) acceptance of the Services or Goods supplied or (ii) receipt of the invoice, depending on which takes place later. Payments made by Veolia do not release the Supplier from any obligation, guarantee or liability.
- 5.5 Veolia is entitled to have the invoices sent by the Supplier checked by an independent third party appointed by Veolia to ensure their content is correct. The Supplier will provide access to all data that this independent third party considers necessary for the purpose of this audit. The audit as referred to in this clause is

of a confidential nature and will not extend further than is necessary for the purpose of the check. Veolia is entitled to recover the costs of the audit from the Supplier if the audit uncovers any irregularities.

- 5.6 Veolia is authorised to suspend the fulfilment of any obligation whatsoever towards the Supplier if Veolia has good reason to suppose that the Supplier is failing or has failed to meet its obligations pursuant to the Agreement. In the case of a dispute concerning an invoice, Veolia is entitled to suspend payment of the disputed and/or insufficiently substantiated portion of the invoice until the dispute is resolved. Veolia is entitled at all times to set off the Supplier's claims against Veolia against its own claims against the Supplier (whether or not they have fallen due).

6. Delivery and delivery time

- 6.1 The Supplier must deliver and/or perform the Goods and/or Services within the agreed periods or at the agreed times. All agreed periods (and times) are strict and final deadlines.
- 6.2 The Goods will be delivered to the agreed delivery address, according to the most recent applicable Incoterm Delivered Duty Paid (DDP).
- 6.3 The Supplier is not entitled to make partial deliveries. Veolia is entitled to refuse Services that are only rendered in part in comparison with the agreed Services.
- 6.4 Veolia reserves the right to change the sequence, the delivery address and the timing of the delivery of the Goods and/or the performance of the Services, without Veolia being obliged to pay the Supplier any compensation for losses and costs, unless this is unreasonable in the given circumstances.
- 6.5 Veolia is entitled to postpone the delivery of ordered Goods and/or the performance of agreed Services for a period of up to sixty (60) calendar days. Any ensuing costs for the Supplier are for the account of the Supplier.
- 6.6 When the Goods are delivered and/or the Services are performed, the Supplier must also hand over all quality assurance and guarantee certificates, test data, Dutch-language user manuals, instruction books, drawings, specifications, technical information, inspection data relating to the Goods and/or Services and an EU declaration of conformity and the relevant dossier (technical or otherwise) ('Documentation'), if applicable. This Documentation forms part of the delivery and is therefore the property of Veolia.
- 6.7 The Supplier is required to pack and stack the Goods in such a way that the label, with the job/order number, the Veolia Item number, the Supplier's item number, the department to which the Goods are to be delivered and all other relevant information is clearly visible on the outside of each individual item of packaging.
- 6.8 The Supplier undertakes to take back packaging and transportation materials, at the request of Veolia, for its own account and risk.
- 6.9 Veolia is entitled to refuse receipt of the delivered Goods if the terms and provisions of the foregoing paragraphs of this clause have not been observed. In this case, no delivery has taken place.
- 6.10 If the Services are fully or partially performed on the site(s) of Veolia or third parties, the Supplier is in all cases obliged to observe the safety instructions applicable there (statutory or otherwise) as well as the internal rules of Veolia or such third parties.

Installation of Goods

- 6.11 At the discretion of Veolia, installation of the Goods will be carried out either by Veolia itself, by a third party designated by Veolia or by the Supplier.
- 6.12 Installation consists (i) in the case of Software, of installing the Software on the hardware designated by Veolia or (ii) in the case of Goods other than Software, of installing these Goods in the agreed manner, in accordance with the Specification and Documentation, and without prejudice to what has been agreed in the Agreement, these IT GPCs or elsewhere.

7. Materials

- 7.1 Unless otherwise specified in the Agreement, the Supplier provides all the Materials required for the performance of the Agreement at its own expense.
- 7.2 If, contrary to paragraph 1 of this clause, the Agreement states that Materials will be purchased by Veolia, Veolia will make such Materials available or provide them on loan to the Supplier in such quantities as are reasonably necessary for the performance of the Agreement. These Materials remain the property of Veolia and the Supplier will store these Materials separately from its own

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materials and mark them in such a way that it is clear to third parties that the Materials in question are the property of Veolia.

- 7.3 All Materials used by the Supplier in connection with the performance of the Agreement must satisfy the requirements set by Veolia and comply with the Specification. Inspection by or on behalf of Veolia of Materials does not relieve the Supplier of any responsibility and/or liability arising from the use of those Materials in connection with the performance of the Agreement.
- 7.4 If the Materials do not satisfy the requirements in paragraph 3 of this clause, the Supplier must remove, at its own costs, the Materials in question and replace them with Materials that do satisfy those requirements. Any resulting delay in the delivery of the Goods and/or performance of the Services will be for the account of the Supplier.

8. Veolia Items

- 8.1 Veolia remains the owner of all Veolia Items. Unless granted written permission by Veolia, the Supplier will refrain from all actions and omissions in relation to the Veolia Items that would result in Veolia losing ownership of the Veolia Items through specification, accession, merger or in any other way. The Supplier further guarantees that the Veolia Items are not burdened or encumbered with rights of third parties and the Supplier will store these Veolia Items separately from its own items and mark them in such a way that it is clear to third parties that the Veolia Items are the property of Veolia.
- 8.2 The Supplier has no right of retention or right of suspension in relation to the Veolia Items.
- 8.3 The Supplier will use the Veolia Items entirely at its own risk. The Supplier will return the Veolia Items to Veolia in good condition. Except in the case of intent or deliberate recklessness on the part of Veolia or its managers, Veolia is not liable for any damage caused by the use of the Veolia Items by the Supplier or third parties. The Supplier will not use the Veolia Items (or allow their use by third parties) for any purpose other than the correct performance of the Agreement.

9. Transfer of title and risk; right of retention

- 9.1 The title to the Goods transfers to Veolia when they are delivered to Veolia at the agreed delivery address in accordance with the agreed Incoterm. The Supplier guarantees Veolia that the full and unencumbered title to the Goods is delivered.
- 9.2 The Supplier bears the risk of damage to or loss of the Goods until such time as they have been accepted in accordance with clause 10 or, where acceptance fails to take place, during a reasonable time after delivery in accordance with clause 6 of these IT GPCs. If installation or assembly by the Supplier has been agreed, the risk remains with the Supplier until the installed or assembled Goods have been accepted by Veolia in accordance with clause 11, or until the Goods have been put into use by or on behalf of Veolia.
- 9.3 The Supplier has no right of retention or right of suspension in relation to the Goods and/or Services.

10. Inspection and restoration

- 10.1 Veolia will inspect the Goods and/or Services within a reasonable period after their delivery or performance, without prejudice to the provisions of the Agreement and/or these IT GPCs relating to the Acceptance (as defined in clause 11 of these IT GPCs).
- 10.2 If it appears from the inspection as defined in paragraph 1 of this clause that, in the provisional opinion of Veolia, the external condition of the Goods or the visible performance or external result of the Services is in accordance with the Agreement, Veolia will accept these Goods and/or Services.
- 10.3 If Veolia rejects the Goods and/or Services, Veolia may give the Supplier the opportunity to repair and/or correct the apparent shortcomings and/or Defects immediately at the request of Veolia and for the account and risk of the Supplier. Additional costs, such as those for dismantling, transport and reassembly, will also be borne by the Supplier.
- 10.4 Where, in the reasonable judgement of Veolia, the Goods and/or Services referred to in paragraph 3 of this clause cannot be repaired and/or corrected, or the Supplier does not meet the request referred to in paragraph 3 within the time specified by Veolia, the Supplier is obliged to pay back to Veolia all amounts received from Veolia. In that case, Veolia is entitled to return the Goods to the Supplier at the expense of the Supplier. Furthermore, Veolia is entitled to recover all the costs it reasonably incurs in obtaining replacement Goods and/or Services, including internal costs, from the Supplier.

- 10.5 The acceptance or non-acceptance by Veolia of the Goods and/or Services within the meaning of this clause does not release the Supplier from any obligation, guarantee or liability pursuant to these IT GPCs or the Agreement.

11. Acceptance

Goods

- 11.1 After correct delivery and, where applicable, installation of the Goods, an acceptance period of thirty (30) days shall commence, in which an Acceptance Test is carried out.
- 11.2 Acceptance of the Goods can only be demonstrated by the issue of a written acceptance certificate by Veolia or by the fact that Veolia puts the Goods into use.
- 11.3 The Supplier will resolve Defects in the Goods arising during the acceptance period as quickly as possible, without charging any costs for this to Veolia.
- 11.4 Veolia will not withhold acceptance in the case of a Defect that is so minor that it does not impede the intended use of the Goods by Veolia, without detracting from the Supplier's obligation to rectify this Defect free of charge.
- 11.5 The Supplier acknowledges and consents to the fact that Acceptance of the Goods does not affect the rights of Veolia pursuant to the law, the IT GPCs, the Agreement and/or the Specification.

Services

- 11.6 The Acceptance of Services is deemed to have taken place when Veolia has declared its approval of the Services performed on the basis of the Specification.
- 11.7 The Acceptance by Veolia can only be demonstrated by a written certificate, unless Veolia declares otherwise in writing for particular Agreements or Services.

12. Guarantee

- 12.1 The Supplier guarantees the soundness of the Goods it delivers and/or the Services it performs. This guarantee states as a minimum that:
- the Goods are supplied and/or Services are performed in accordance with the standards that may be expected of good workmanship;
 - the Goods and/or Services are appropriate for the purpose for which the Agreement was concluded and have the promised and expected characteristics;
 - the Goods are new, of good quality and free from faults as regards the design, processing, manufacture, construction and dimensioning, and also offer the due standard of safety;
 - the Goods and/or Services are in accordance with the Specification and are free of Defects;
 - all applicable national and international regulations relating to the Goods and their packaging and/or to the Services have been observed.
- 12.2 Goods and/or Services are in all cases regarded as not sound within the meaning of paragraph 1 of this clause if Defects are discovered within twenty-four (24) months of delivery, unless the Defects are attributable to Veolia.
- 12.3 The aforesaid guarantee means that Defects that are discovered within twenty-four (24) months of delivery will be corrected immediately and completely by the Supplier free of charge and on the demand of Veolia, if necessary by replacement of the Goods (or parts thereof) or re-performance of the Services in question. Additional costs, such as those for dismantling, transport and reassembly, will also be borne by the Supplier. This guarantee does not affect all other arrangements with Veolia pursuant to the Agreement and these IT GPCs. As regards Defects that arise more than twenty-four (24) months after delivery, the Parties will, in joint consultation, reach a solution that is acceptable to both Parties.
- 12.4 After the correction of the Defects or performance of replacement Services, a new guarantee period as described in paragraph 3 of this clause commences, the Supplier guaranteeing the soundness of the replaced or repaired Goods or the Services performed (or to be performed) as described in paragraph 1 of this clause.
- 12.5 If necessary for the continuity of Veolia operations and if the Supplier itself is not able to repair or replace the Goods immediately and/or perform replacement Services, Veolia is entitled to carry out (or arrange) temporary repairs or perform (or arrange) replacement Services or deliver (or arrange) replacement Goods at the expense of the Supplier.

13. Intellectual Property Rights

- 13.1 Veolia is entitled to all (intellectual) property rights in respect of (i) the Goods or working procedures designed and/or produced for or commissioned by Veolia, (ii) the results of Services and (iii) the drawings, texts, models, manuals, samples, aids, calculations, software, matrices, moulds, other documents and data media (jointly termed the 'Auxiliary Items') produced or used by Veolia or the Supplier specifically for Veolia. These rights are transferred by the Supplier to Veolia on the basis of these IT GPCs. The transfer of these rights once they come into existence is accepted by Veolia in advance. In so far as a further deed is required for the transfer of such rights to take place, the Supplier authorises Veolia in advance to prepare such a deed and sign it on behalf of the Supplier. Compensation for these rights and Auxiliary Items is deemed to be included in the price. The Supplier will hand the Auxiliary Items to Veolia without Veolia being liable to pay any compensation for this. The Supplier will not use the aforesaid Goods, working procedures and Auxiliary Items for any purpose other than the performance of the Agreement with Veolia and will not make any copies or photocopies without written permission from Veolia.
- 13.2 All items, layouts, designs, specifications, technical information, special application techniques and/or other data originating with Veolia and subject to property rights (intellectual or otherwise) held by Veolia as well as materials or descriptions provided by Veolia to the Supplier (including Veolia Items) will remain the property of Veolia. The Supplier will acquire a strictly personal, non-transferrable and non-exclusive licence to use the aforementioned data and materials for the duration of the Agreement. The use of such data and materials for and/or by third parties is not permitted without prior written permission from Veolia.
- 13.3 The Supplier guarantees that (parts of) the supplied Goods and/or Services do not infringe any rights of third parties (including intellectual property rights) and are not the subject of any dispute concerning rights of third parties, and that the use of such Goods and/or Services is not otherwise unlawful in relation to third parties.
- 13.4 The Supplier indemnifies Veolia against the consequences of any claims brought by third parties because of an infringement of their rights (intellectual property or otherwise) in connection with the supplied Goods and/or Services. This indemnification also concerns all damage and costs (including reasonable costs for legal assistance) that Veolia suffers or incurs in connection with such a claim. Without prejudice to the above, at the request of Veolia the Supplier will defend Veolia at the Supplier's own expense in the case of proceedings brought against Veolia, on condition that the Supplier keeps Veolia appropriately and fully informed during the proceedings and will not acknowledge liability or reach an out-of-court settlement except with the prior written permission of Veolia. Veolia will under no circumstances acknowledge liability or reach an out-of-court settlement without the prior permission of the Supplier.
- 13.5 Veolia will notify the Supplier immediately in writing of every action, claim or lawsuit of the kind referred to in this clause and cooperate to a reasonable degree (at the expense of the Supplier) and give reasonable access to all relevant information where there is a reasonable request by the Supplier for the defence against the aforementioned action, claim or lawsuit.
- 13.6 If a third party claims that the Goods and/or Services are an infringement of its rights, the Supplier will, in consultation with Veolia:
- acquire the necessary rights of use for the Goods and/or Services;
 - modify the Goods and/or Services in question so that they no longer infringe the rights of third parties;
 - replace the Goods and/or Services in question with equivalent Goods and/or Services that do not infringe rights of third parties; or
 - take back the Goods for a refund of the money paid for them or discontinue the Services with a refund for the remuneration paid for them.
- 13.7 To the extent that Veolia is not entitled to the property rights (intellectual or otherwise) to Goods, the results of Services and/or Auxiliary Items, the Other Party hereby grants Veolia the right to use, maintain, improve, or have others maintain and/or improve the supplied Goods, results of Services and/or Auxiliary Items.

14. Non-fulfilment and rescission

- 14.1 If (i) the Supplier fails in the performance of the Agreement, or one or more of the obligations arising from it, and such performance is permanently or temporarily impossible, or (ii) it can be reasonably assumed that the Supplier will not perform the Agreement in good time and/or correctly, Veolia is entitled to rescind the Agreement with immediate effect without further notice of default, without any obligation to pay compensation and without prejudice to all its other rights.
- In all other cases following a written notice of default by Veolia in which the Supplier is given a reasonable period in which to still perform, Veolia is free to choose between (i) demanding that the Supplier reverse the (incorrect or late) performance already delivered for the account and risk of the Supplier, (ii) delivering or arranging the performance itself or reversing the performance or arranging for it to be reversed for the account and risk of the Supplier, or (iii) rescinding the Agreement with immediate effect without recourse to the courts.
- 14.2 The Supplier will not be entitled to invoke force majeure in, but not limited to, the following cases: lack of staff, strikes, staff sickness, late delivery and/or unsuitability of materials, raw materials or semi-finished products or services, attributable failure or unlawful actions of the Supplier or of third parties engaged by the Supplier and/or liquidity or solvency problems experienced by the Supplier.
- 14.3 Veolia is entitled, without further notice being served, to rescind the Agreement in whole or in part with immediate effect (or to terminate it by means of a notice thereto) without any obligation to pay compensation and without prejudice to the other rights of Veolia, if:
- the Supplier (in the case of an individual) dies;
 - the Supplier applies for or is granted a suspension of payments;
 - the Supplier is declared bankrupt or a petition for its bankruptcy has been filed;
 - the Supplier's business ceases operation or is liquidated;
 - there is a substantial alteration in the control over the Supplier's business;
 - an attachment is levied on a substantial part of the Supplier's assets and is not lifted within a reasonable time.
- 14.4 Without prejudice to its other rights, Veolia is entitled to suspend all its obligations under any Agreement(s) with the Supplier in the situations referred to in paragraphs 1 and 3 of this clause.
- 14.5 Veolia has the right to terminate the Agreement by notice before the end of the term with due observance of a notice period of two (2) months, without an obligation to pay compensation for any damage or other costs.
- 14.6 All claims that Veolia may have or acquire against the Supplier in the cases mentioned in this clause will become payable immediately and in full.
- 14.7 Termination of the Agreement by notice or rescission as referred to in this clause will not result in the termination of the rights and obligations of the Parties under the clauses that by their nature are intended to continue (including at any rate the clauses 12, 13, 14, 21, 25, 36, 37 and 39).
- 14.8 All permissible lawful extrajudicial costs, explicitly including the costs of sending payment demands, making proposals (for out-of-court settlements) and other extrajudicial actions, and the legal costs incurred by Veolia in enforcing its rights against the Supplier, will be borne by the Supplier.

15. Penalty

In the event of an attributable failure to perform its obligations to Veolia and without prejudice to the provisions of clause 14, the Supplier forfeits to Veolia a penalty, immediately due and payable, that is equal to 10% of the contract value of the Agreement and/or, in the event of late performance, 0.5% of the contract value of the Agreement per day of the delay, subject to the provision that, in the case of a continuing performance agreement or framework agreement between the Parties, the value of this agreement on an annual basis is used for the determination of the contract value. Unless the Agreement provides otherwise, the total amount of the penalty is limited to the amount that Veolia would have owed the Supplier in the event of a correct and timely performance of the (initial) Agreement. The forfeiture of this penalty does not affect the option to claim compensation for damage, and Veolia may claim fulfilment, compensation for damage and dissolution in addition to this penalty.

16. Indemnification

- 16.1 In addition to clause 12 and 13.4, the Supplier indemnifies Veolia against claims from third parties arising from or in connection with the Goods supplied or used and/or Services performed by the Supplier.
- 16.2 The Supplier is liable for and indemnifies Veolia against any claim from third parties in respect of losses or penalties that are the direct or indirect consequence of (i) an attributable failure to perform the obligations towards Veolia or (ii) unlawful actions or omissions on the part of the Supplier. The Supplier is wholly responsible for the actions or omissions of its employees or of third parties engaged to carry out the Agreement, as if they were its own actions or omissions.

17. Liability

- 17.1 The Supplier is obliged to compensate all damage suffered by Veolia due to or in connection with the execution of the Purchase Order. Without being exhaustive, the Supplier is responsible for the direct and indirect consequences of a late delivery as well as liable for damages caused by his staff or employees and/or contractors, subcontractors or third parties the Supplier has hired to realize the implementation of the agreement.
- 17.2 The Supplier's indemnification obligation shall not exceed:
- Euro 2,500,000.--per claim for Redemption orders with a total value equal to or less than Euro 10,000.- and
 - Euro 5,000,000.-- per claim for Redemption orders with a total value exceeding Euro 100,000.-.
- 17.3 The Supplier shall be obliged in this respect to sufficiently insure his liability and to keep it insured. At the request of Veolia, the Supplier shall immediately hand over the insurance certificates and evidence of payment of the premium to Veolia.
- 17.4 Veolia is never liable for any damage suffered or to be suffered by the Supplier except in case of intent, fraud or negligence.

18. Insurance

The Supplier has arranged and will maintain adequate insurance covering its legal and professional liability and will hand over a certificate of insurance or allow Veolia to inspect the relevant policies immediately on demand.

19. Exit assistance

- 19.1 In the case of termination of the Agreement, for whatever reason, the Parties will allow for a reasonable period from the termination date for the conclusion of the Agreement (the 'Exit Phase'), which includes at any rate the transfer back of all the data that belong to Veolia and that had been provided to the Supplier as part of the Agreement or that the Supplier had otherwise obtained.
- 19.2 The Supplier undertakes to provide all reasonable exit assistance during the Exit Phase. This obligation includes, but is not limited to:
- ensuring the smooth transition of the Services back to Veolia with effect from the end date of the Agreement; or
 - ensuring the smooth transfer of the Services to the next supplier with effect from the end date of the Agreement; such that there is minimum disruption to the business operations of Veolia.
- 19.3 If the Supplier engages a third party for hosting services (the 'Hosting Party'), the Supplier undertakes with respect to Veolia to stipulate the following conditions in the agreement with this Hosting Party for the supply of the aforementioned hosting services to cover the situation in which the Supplier is deemed to be permanently unable to supply these services. The Hosting Party will:
- provide Veolia with immediate access to all data of Veolia that the Hosting Party has in its possession; and
 - conclude an agreement with Veolia directly for the supply of similar Services as those for which Veolia had a contract with the Supplier, and subject to similar conditions.
- 19.4 The Supplier will inform Veolia in writing as soon as it has fulfilled all the obligations pursuant to this clause.
- 19.5 If Veolia considers it reasonably necessary and requests such, the Supplier will draw up an exit plan. This plan must at any rate include a specification of how the Supplier will fulfil its obligations under this clause. In this case, the Supplier will submit a draft of this plan to Veolia for approval no later than three months after concluding the Agreement.

20. Information Obligation

- 20.1 Without prejudice to all other rights of Veolia, expressly including the rights set out in clause 14 of these IT GPCs, the

Supplier is required to notify Veolia immediately in writing if it anticipates or must realistically anticipate that it will fail to perform one or more of its obligations under the Agreement, stating the reasons and the expected duration of such failure. In such a case, the Supplier is required to provide security, in the form desired by Veolia and immediately on the latter's demand, for the full performance of all its obligations.

- 20.2 The Supplier will at all times provide Veolia proactively with all information that may be important to Veolia in the context of the Agreement.
- 20.3 Non-performance (or late and/or incomplete performance) of the obligations under this clause means that the Supplier cannot invoke force majeure in this matter.

21. Confidentiality and Communication

- 21.1 The Supplier will at no point provide any information to third parties concerning the Agreement, without prior written permission from Veolia. This includes, but is not limited to, the use of the Agreement for publicity purposes.
- 21.2 The Supplier, its employees and/or third parties engaged by the Agreement are obliged to treat all information concerning Veolia that they receive in connection with the Agreement or its performance, including at any rate Confidential Veolia Information and Veolia Items, as strictly confidential. This confidentiality obligation also extends to any details of clients and/or other parties with whom Veolia has a business relationship that come to the Supplier's attention by reason of its function.
- 21.3 The Supplier will impose the same confidentiality obligation in writing on the employees and/or third parties involved in the performance of the Agreement.

22. Transfer of Rights and Obligations

- 22.1 The Supplier is not permitted to transfer the Agreement or the ensuing rights and/or obligations to a third party without prior written permission from Veolia.
- 22.2 Veolia is entitled to transfer the Agreement and/or any ensuing rights and/or obligations to a group company of Veolia Group N.V. (pursuant to Book 2, Article 24b of the Dutch Civil Code). In so far as necessary, the Supplier consents to this in advance on the basis of Book 6, Article 159 of the Dutch Civil Code.

23. Subcontracting to Third Parties

- 23.1 The Supplier is not authorised to have any part of the Agreement carried out by third parties or to use personnel hired externally ('hired workers') without prior written approval from Veolia. In this context, the term 'third parties' excludes businesses forming part of the same group of companies as that to which the Supplier belongs and for which the group has given an express guarantee. The Supplier indemnifies Veolia against any claim that a social security administration agency and/or tax authority alleges against Veolia on the basis of liability for hired workers and/or vicarious liability.
- 23.2 Veolia can attach conditions or time limits to the approval to be granted by it, referred to in paragraph 1 of this clause.
- 23.3 If and insofar as the Supplier uses an independent worker without employees (zelfstandige zonder personeel, hereinafter "zzp'er") hired for the execution of the Agreement, then the Supplier will only assign the zzz'er if and after the Supplier has concluded a model agreement with such zzz'er, which has been approved beforehand by the tax authority with regard to the activities to be carried out in execution of part or the whole of the relevant Agreement. The Supplier indemnifies Veolia against all claims that the tax authority alleges it has against Veolia relating to payroll tax or employee insurances premiums, and also against all claims that any party made available by the Supplier alleges it has ensuing from the view point that an employment contract exists between Veolia and such person.
- 23.4 The Supplier guarantees Veolia that it will perform in a timely fashion all its obligations under the applicable tax and social security legislation and other applicable legislation and regulations, including the Placement of Personnel by Intermediaries Act (Wet Allocatie Arbeidskrachten door Intermediairs, hereinafter "WAADI") and the Foreign Nationals (Employment) Act (Wet Arbeid Vreemdelingen, hereinafter "WAV"), in relation to the staff employed or to be employed by the Supplier or by a third party engaged by the Supplier in the context of the performance of the Agreement.
- 23.5 If the Supplier sets a foreign national as defined in the WAV to work at Veolia, the Supplier will ensure that such employment is and remains in compliance with the WAV. To this end, the Supplier will ensure that it has a valid work permit for that foreign national and a valid identity document as defined in the

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 Versie: 2019_10_01

Compulsory Identification Act (Wet op de Identificatieplicht). The Supplier will provide Veolia with a copy of this work permit and the foreign national's identity document before the start of the foreign national's actual work.

- 23.6 The Supplier is liable for all damage suffered by Veolia as a result of non-performance, or late or incomplete performance, of the obligations relating to and/or ensuing from the WAV, the Compulsory Identification Act and the Aliens Act 2000 (Vreemdelingenwet 2000), including the costs for legal assistance for Veolia.
- 23.7 The Supplier will fully indemnify Veolia, its employees, directors and other agents when demanded by Veolia, in and out of court, against the costs of third-party claims, including fines or other enforcement measures imposed by the Inspectorate of the Ministry of Social Affairs and Employment ("Health and Safety Inspectorate") or other authorised bodies and/or the costs of other sanctions imposed on Veolia for the violation of legislation or regulations applicable to the employment of the foreign national, including at any rate the Aliens Act 2000, the WAV and the Compulsory Identification Act.
- 23.8 The obligations in this clause apply in full to the Supplier if it lets employees of third parties carry out work for Veolia in the performance of this Agreement.

24. Applicable Law and Jurisdiction

- 24.1 These IT GPCs and all legal relationships between Veolia and the Supplier are governed exclusively by Dutch law, excluding the Vienna Sales Convention.
- 24.2 The competent court in Utrecht has exclusive jurisdiction to hear all disputes that may arise between Veolia and the Supplier resulting from or in connection with the Agreement or the performance thereof, as well as in connection with these IT GPCs.

25. Sustainable Development Veolia

- 25.1 Veolia actively supports sustainable development at an international level. Veolia expects its Suppliers to be committed to achieve the objectives in this area, particularly with regard to the ethical, social and environmental aspects of sustainable development. Veolia also encourages its Suppliers to apply these sustainability goals in their own company. Thus the Supplier undertakes to observe:
- the applicable national laws and regulations relating to working conditions and compliance with the conventions of the ILO (International Labour Organization) of the United Nations on employment of clandestine workers, child and forced labour, and regarding equality opportunities and freedom of association by means of a union.
 - the appropriate personnel and safety regulations at the work and construction sites concerned and aims to monitor the working conditions of its employees and where possible improve them.
 - the applicable regulations in respect of the protection of the environment and to work on the reduction of the negative impact on the environment. As part of this contractual obligation, the Supplier shall:
 - o provide Veolia with all information or resources Veolia deems necessary in the course of its inspections and analyses in the field of sustainable development;
 - o take corrective measures requested by Veolia in response to observations made by Veolia, particularly following an audit and/or inspections.
- 25.2 Each year, the Supplier will report the progress of actions in the field of sustainable development. The extent to which the Supplier shall comply with the obligations listed in the article, as well as any previous information about sustainable development will be taken into account in negotiations for the purpose of renewing the current agreement.

26. Anti-corruption

- 26.1 When implementing this agreement, the Supplier undertakes to comply strictly with applicable laws that curb the bribery of public officials and private persons, corrupt manipulation or money laundering, in particular where this may lead to the exclusion of a public contract including:
- the applicable Dutch law, such as Articles 177 to 178a, 328ter and 362 to 364 of the Dutch Criminal Code (Wetboek van Strafrecht);
 - the 1977 Foreign Corrupt Practices Act of the United States;
 - the 2010 UK Bribery Act;

- the OECD Convention of 17 December 1997 on combating bribery of foreign public officials in international business transactions;
- the French Loi Sapin II.

- 26.2 The Supplier undertakes to take and implement all necessary and reasonable policies and measures to prevent corruption.
- 26.3 The Supplier declares that, to his knowledge, his legal representatives, directors or managers, employees, agents, and anyone performing Services for or on behalf of Veolia under this Agreement do not directly or indirectly offer, give, agree to give, allow, ask for, or accept money, any benefit, gift or anything else of value or will do so to any person, business or entity whatsoever — including all government officers, employees or officials, representatives of political parties, candidates for political office, person holding a legislative, administrative or judicial position of any kind — for or on behalf of a country, public authority or government enterprise or officials of a public international organization, for the benefit of corrupt manipulation of those persons in their official capacity, and/or for the purpose of rewarding or provoking the unauthorized exertion of a relevant function or activity by a person in order to obtain contracts for Veolia or of any benefit in the management of Veolia or to maintain it.
- 26.4 The Supplier further undertakes to ensure that neither the Supplier, nor any of its legal representatives, directors or managers, employees, agents, subcontractors and anyone performing Services for or on behalf of Veolia, has been, or still is, designated pursuant to this Agreement as being excluded from a government body, suspended, proposed to be suspended or excluded, or otherwise ineligible to participate in public procurement procedures and/or bids for tenders published by the World Bank or any other international bank.
- 26.5 The Supplier undertakes for an appropriate period after the termination of this agreement, to maintain accurate supporting documentation as to the compliance with the terms of this clause.
- 26.6 The Supplier undertakes to report a violation of any provision of this clause to Veolia within a reasonable time.
- 26.7 If Veolia reports the Supplier that Veolia has reasonable grounds to believe that the Supplier has violated any provision of this clause:
- a. Veolia has the right to suspend the fulfilment of this agreement, without further notice, for as long as Veolia considers it necessary to examine the behaviour concerned without any liability or obligation to reimburse the Supplier for such a suspension;
 - b. the Supplier shall be obliged to take all reasonable measures to prevent the loss or destruction of all evidence relating to the behaviour concerned.
- 26.8 If the Supplier violates any provision of this clause:
- Veolia may immediately terminate this Agreement without prior notice and without liability;
 - The Supplier will compensate Veolia for any loss, damage or cost incurred by Veolia arising from such breach, to the maximum extent permitted by law.

27. Processing and protection of Personal Data

- 27.1 If the Supplier processes Personal Data during the execution of the agreement, the Supplier shall process and protect the Personal Data in a proper and careful manner in accordance with the provisions of the European General Data Protection Regulation.
- 27.2 The Supplier shall immediately inform Veolia of any request and/or complaint made by the Supervisory Authority or the Data Subject with regard to the Personal Data processed in the execution of the agreement.
- 27.3 The Supplier cooperates with Veolia when the Data Subject wishes to exercise his or her rights such as, but not limited to: the right to access, correct, delete, object to the processing of his or her Personal Data and the right of transferability of his or her Personal Data.
- 27.4 The Supplier shall immediately inform Veolia of any judicial order, subpoena, legal obligation or other obligation to share Personal Data with third parties.
- 27.5 The Supplier informs the Veolia about a (potential) Personal Data Breach within 24 hours after its discovery. The Supplier will keep Veolia informed of new developments concerning the Personal Data Breach and will cooperate with Veolia in reporting the Personal Data Breach to the Supervisory Authority.

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 Versie: 2019_10_01

- 27.6 The Supplier shall provide the following information in the event of a Personal Data Breach (to the extent possible in the given situation):
- a detailed description of the Personal Data Breach;
 - type/type of Personal data involved in the Personal Data Breach;
 - The number of persons of whom the Personal Data are involved in the Personal Data Breach;
 - the identity of the persons involved in the Personal Data Breach;
 - the measures taken to limit the negative consequences for the Data Subjects and to remedy the Personal Data Breach;
 - The cause of the Personal Data Breach; and
 - the duration of the Personal Data Breach and the time of its occurrence.
- 27.7 Any costs incurred to solve the Personal Data Breach shall be for the account of the party who incurs the costs, unless the Personal Data Breach was caused by non-compliance with the Purchase Order by the Supplier. In such case the costs shall be for the account of the Supplier. In addition, Veolia reserves the right to seek other remedies.
- 27.8 For matters relating to (i) a request for execution of rights by the Data Subject, (ii) a request from the Supervisory Authority, (iii) the execution of a court order or a legal obligation, (iv) a potential incident and/or (v) a possible Personal Data Breach, the Supplier will always send an e-mail to: dataprotection.nl@veolia.com. Such in addition to any other means of communication that may be used.
- 27.9 The Supplier shall retain the Personal Data only for as long as needed for the proper performance of the agreement. Upon request of Veolia, the Supplier shall return to Veolia and/or destroy the Personal Data it has processed during the execution of the agreement.

B. SPECIAL PROVISIONS RELATING TO SOFTWARE

This section contains specific provisions for Software to be supplied or already supplied by the Supplier to Veolia. In the event of any contradictions, the terms in this section take precedence over the General Provisions of these IT GPCs or Special Provisions that do not concern Software.

28. Licences for standard Software

- 28.1 This clause relates to Software not specifically designed or developed by the Supplier for Veolia (standard Software).
- 28.2 The Supplier grants Veolia a licence for the Software. The licence for the Software gives Veolia and third parties using the Software on behalf of Veolia the right to use the Software, without any restriction as to the place of use, hardware, duration or otherwise.
- 28.3 The non-exclusive licence for the Software commences on the date of Acceptance of the Software by Veolia, may not be cancelled by the Supplier and lasts for an unlimited period.
- 28.4 The Supplier will under no circumstances install security measures or passwords in the Software that prevent or could prevent use of the Software. If Veolia detects the presence of such security measures, Veolia is entitled to remove the security features (or have them removed) at the expense of and/or by the Supplier.
- 28.5 At the request of Veolia, the Parties will enter into an agreement with an escrow agent appointed by Veolia for filing and releasing the Software's source code (including the technical documentation that is needed to maintain, modify and/or correct the Software's source code or arrange for its maintenance, modification and/or correction).

29. Transfer of intellectual property rights for custom Software

- 29.1 The provisions of this Article relate to Software specifically designed or developed by the Supplier for Veolia (custom Software).
- 29.2 The intellectual property rights to the custom Software, including the source code (including the technical documentation that is needed in order to maintain, modify and/or correct the Software source code or arrange for its maintenance, modification and/or correction) accrue to Veolia. The Supplier will transfer these rights to Veolia on the basis of these IT GPCs. Veolia will accept the transfer of these rights in advance immediately after they come into existence. In so far as a further deed is required for the transfer of such rights to take place, the Supplier authorises Veolia in advance to prepare such a deed and sign it on behalf of the Supplier. Compensation for these rights is deemed to be included in the price. The Supplier will ensure that the Software, including the source code (including the technical documentation

that is needed in order to maintain, modify and/or correct the Software source code or arrange for its maintenance, modification and/or correction), is made available to Veolia.

30. Software guarantees

- 30.1 If the Supplier is not itself the copyright owner of the standard Software, the Supplier guarantees that it has acquired from the copyright owner the right to supply the Software in question to Veolia under licence in accordance with the provisions in these IT GPCs.
- 30.2 The Supplier guarantees that the technical and functional characteristics of the Software satisfy and will continue to satisfy the descriptions given in, including but not limited to documents, any invitation to tender, the Order, the Specification and the Documentation.
- 30.3 The Supplier guarantees that the Documentation satisfies the provisions of clause 6.6.
- 30.4 All guarantees provided by the Supplier are valid for a period of twelve (12) months and remain in force if Veolia, after obtaining prior written permission from the Supplier, modifies the Software or incorporates it into other software.
- 30.5 The Supplier declares in advance that, if the Software does not function, or does not function as required, in combination with hardware and/or software not supplied by it, it will enter into discussions with Veolia and other relevant parties invited to the discussions by Veolia in order to trace and rectify the cause of the non-functioning or inadequate functioning, doing so in a cooperative manner. The Supplier will not charge any costs in this regard.

C. SPECIAL PROVISIONS RELATING TO HARDWARE

This section contains specific provisions for Hardware to be supplied or already supplied by the Supplier to Veolia. In the event of any contradictions, the provisions of this section take precedence over the General Provisions of these IT GPCs or Special Provisions that do not concern Hardware.

31. Installation conditions

Veolia will prepare and set up the area in which the Hardware is to be placed and installed in good time before the scheduled delivery, in accordance with the installation conditions provided to Veolia in writing by the Supplier. The Supplier will provide Veolia with the installation conditions at least thirty (30) days before the delivery date, failing which Veolia may assume that no specific requirements apply for the area. The Supplier will inspect the area in which the Hardware is to function and the IT and telecom infrastructure in combination with which the Hardware is to function in good time at the request of Veolia, and will inform Veolia in writing immediately after the inspection of any inadequacies or errors in the setup of the area and/or the IT and telecom infrastructure. Veolia is entitled to attach reasonable conditions to the Supplier's access to the area and the IT and telecom infrastructure.

32. Use of Hardware

- 32.1 Veolia is entitled to:
- expand the Hardware or parts thereof with Goods from third parties in a configuration chosen by Veolia; and/or
 - connect the Hardware or parts thereof to (peripheral) hardware or software, in so far as this is technically possible.
- 32.2 The Supplier guarantees that the Hardware is of a high quality, is manufactured from sound materials and is suitable for the purpose that Veolia made known to the Supplier.
- 32.3 The Supplier guarantees that the technical and functional characteristics of the Hardware satisfy and will continue to satisfy the standards that Veolia may reasonably expect and the requirements and descriptions provided in the Specification and the Documentation.
- 32.4 The Supplier guarantees that the Hardware Documentation contains an accurate, complete and detailed description of the Hardware and its operation and that the Documentation is sufficient to allow Veolia to use and maintain (or arrange maintenance of) the Hardware.
- 32.5 The Supplier guarantees that the Hardware is fully complete and ready for use and that all parts and tools that are necessary in order to comply with the Specification and Documentation are supplied with the Hardware, even if they are not mentioned by name.
- 32.6 All guarantees furnished by the Supplier are valid for a period of twelve (12) months after installation of the Hardware.
- 32.7 The Supplier guarantees that all Hardware and any replacement parts are new or the equivalent of new.

D. SPECIAL PROVISIONS RELATING TO MAINTENANCE

This section contains specific provisions for maintenance to be carried out or already carried out by the Supplier for Veolia on either Software or Hardware. In the event of any contradictions, the provisions of this section take precedence over the General Provisions of these IT GPCs

33. Description of the maintenance of Hardware and Software

33.1 The Supplier will perform maintenance for Veolia relating to the Software and/or Hardware as specified in detail in the Agreement. In this context, the Supplier is bound by the standard SLA. Within the meaning of these IT GPCs, maintenance includes:

- a. the provision of Support, whether or not remotely;
- b. the reparation of Defects;
- c. in the case of Software, the issue of new versions, releases and/or updates in order to correct Defects, increase/improve functionality and/or performance and/or adapt the Software to (partially) new hardware and/or operating software (releases or versions).

33.2 Veolia is entitled, but not obliged, to purchase all new versions or releases of the Software and the Supplier guarantees that it is and will remain able to provide maintenance for every version or release of the Software for a period of five (5) years after delivery of that version of the Software.

33.3 Unless expressly agreed otherwise, the Supplier will in any case provide remote Support, which includes advice on the use and operation of the Software by e-mail, by telephone or online.

34. Defect priority levels

34.1 Defects are divided into the following three operational priority levels:

- Priority level 1: The Software or Hardware or a significant part thereof cannot be used as a result of the Defect, or its use would involve an unacceptably high risk on the part of Veolia.
- Priority level 2: The Defect leads to a drop in performance and/or frequent problems occurring during use of all or part of the Software or Hardware.
- Priority level 3: There is a Defect that does not directly affect the operability or mode of use of the Software or Hardware or the configuration.

34.2 The priority level assigned to a Defect is decided by Veolia.

34.3 The Supplier will immediately inform Veolia of problems affecting the Software or Hardware that could lead to a Defect with priority level 1 or 2.

35. Reporting and handling of Defects

35.1 Defects can be reported to the Supplier in the manner specified in the SLA.

35.2 The Supplier will provide Veolia with access, where applicable, to an online database for troubleshooting in relation to the Software or Hardware.

35.3 The Supplier will provide Veolia with solutions to Defects and improvements in the Software or Hardware without delay, in the form required by Veolia. The Supplier will submit a monthly summary in writing to Veolia of the Defects that have arisen in the past month and the solutions to those Defects.

35.4 If a Defect with priority level 1 is reported, an initial contact will immediately lead to action by the Supplier. Veolia will endeavour to provide the Supplier with all relevant information enabling analysis of the reported error. If the Supplier fails to arrive at a solution acceptable to Veolia within 4 hours of the Defect being reported, or if it becomes clear that the Supplier needs more than 4 hours to find a solution, the Supplier will inform Veolia of this fact and also take all measures that can be reasonably expected of it to repair the Defect as quickly as possible.

35.5 Without prejudice to the provisions in clause 33.4, a qualified employee from the Supplier will arrive at the stated location of the Software or Hardware concerned to discuss the Defect with the system administrator or his deputy as soon as possible after a Defect is reported, with due observance of the priority level indicated by Veolia on the basis of clause 32, but in any event within the applicable response time described in the Agreement.

35.6 After carrying out the repair, the Supplier's employee will sign off with the person designated by Veolia in accordance with the procedures of Veolia as made known to the Supplier from time to time.

36. Remote maintenance and administration

36.1 Veolia may decide to allow the Supplier to carry out maintenance, administration and/or monitoring remotely. In that case, Veolia will grant the Supplier access to the system of

Veolia. The Supplier will observe the rules and procedures of Veolia and keep Veolia fully informed of its activities.

36.2 The Supplier will take all necessary measures to protect Veolia from unauthorised access to the system and data of Veolia and/or from other forms of misuse of the system of Veolia. In particular, the Supplier guarantees that no Malware will be transferred to or otherwise obtain access to the network, system software or databases of Veolia, and that the rights of Veolia will not be damaged or violated as a result of the remote maintenance, administration and/or monitoring. The Supplier undertakes to remove Malware that has gained entry through its own actions to the network, system software or databases of Veolia as quickly as possible and at its own expense, and to compensate Veolia for all resulting costs and/or damage.

37. Changes and/or additions to the Software

37.1 If the Supplier makes changes and/or additions to the Software, these may not result in any limitation of the performance and/or applications or features of the Software, the hardware on which the Software is installed and/or the files or data included in the Software. At the request of Veolia, the Supplier will guarantee that the versions, releases and updates of the Software provided by the Supplier are compatible with (i) the hardware, peripheral equipment and operating system software of Veolia, (ii) the previous versions or releases of the Software and (iii) the software and files used by Veolia or, where applicable, that this compatibility can be achieved using conversion software provided by the Supplier.

37.2 The presence of Malware that causes changes to the Software does not detract from the maintenance obligation of the Supplier, no matter which Party is responsible for the presence of such Malware.