

Standard terms & conditions of software purchase

1. Scope and validity

These standard terms & conditions of purchase (“**STCs**”) are applicable to purchase orders placed by the Belgian Branch of GDF SUEZ IT or one of its Affiliated Entities (“**the Customer**”) for the supply of software, as defined in each order or contract referencing the STCs (the “**Software**”), on Belgian, French or Dutch territory, unless (i) otherwise stipulated in a contract negotiated and signed between GDF SUEZ and the Supplier with respect to a master contract to which they are party or (ii) subject to dispensation in writing from the Customer. The Supplier’s conditions of sale apply if they have been negotiated and accepted in writing by the Customer. These STCs do not apply to purchase orders placed by GDF SUEZ or its subsidiaries for software that is subject to a separate master contract signed between GDF SUEZ and the Supplier.

2. Order.

a. Hard copy order (which has not been subject to electronic validation)

The order is not binding on the Customer unless it is signed by a representative of the Customer duly mandated to place orders. Orders made verbally or by telephone are not valid unless they are confirmed in writing.

Each order must be acknowledged within a maximum period of five (5) days with effect from its date of dispatch, failing which the order may be cancelled by the Customer who is not obliged to provide a reason or, where appropriate, will be treated as having been accepted by the Supplier (insofar as concerns electronic orders, an e-receipt is allowed).

The acceptance of a purchase order or commencement of execution of said purchase order by Supplier shall be considered as an acceptance by Supplier of said purchase order and its adherence to these general conditions and all clauses and special conditions contained in the purchase order or contract referring these General Conditions of Purchase.

Should the Supplier accept the purchase order conditionally or make certain reserves, the Supplier shall notify the Customer thereof within five (5) days of receipt of the purchase order in a written document separate to its standard form. In this case, the Customer shall no longer be bound by said purchase order unless it confirms its acceptance of said modifications in writing.

b. Electronic purchase order

To facilitate the procurement of Software, the Customer has implemented an electronic procurement solution, known as “e-Shop”. Procurement orders for Software are realised using this tool, primarily.

The Customer submits purchase orders placed via the “e-Shop” application to the generic e-mail address communicated by the Supplier to the Customer in the form of an e-mail message containing the purchase order as a PDF attachment.

Exchange of documents between the Supplier and the Customer

All electronic documents exchanged between the Supplier and the Customer must contain details enabling the identification of the originator and the content.

The electronic contact details to be used by both Parties must be specified. The Parties agree that the electronic contact details are sufficient to identify the sender of the electronic documents and authenticate their origin.

Convention of proof

The Parties undertake to treat the documents they exchange (in electronic format) as original documents and as fully binding upon them. Accordingly, the Parties intend the documents to have probative value subject to compliance with any contractual stipulations. The Parties agree to assign their documents the same probative value as that assigned by law to documents written on paper.

The Parties undertake to ensure that the content of their documents complies with the obligations, specifically the formal obligations, arising from the laws, regulations and usages of the trade.

In any event, except in a proven case of failure or corruption of their IT systems, the Parties expressly waive the right to invoke the nullity or unenforceability of their transactions, on the grounds that such transactions were carried out by means of electronic or telecommunications systems.

Storage of data

The Parties will personally deal with the storage of documents issued and received, specifically insofar as their own requirements are concerned, on fiscal and accounting matters.

Security

Both Parties are responsible for implementing and applying the resources, tools and security procedures required to guarantee protection of their performance and data against the risks of unauthorised access, loss, corruption or destruction.

Both Parties are responsible for carrying out the necessary tests to guarantee and audit their own resources, tools and security procedures.

3. Pricing and conditions for invoicing and payment

Unless otherwise indicated by writing in specific terms & conditions, prices are fixed and non-negotiable and include all fees and costs, particularly those relating to transport, packaging, unloading, insurance, duties, charges and taxes with the exception of VAT.

The Supplier's invoices shall of necessity show clearly the compulsory legal disclaimers and those requested by the Customer, the number and full appropriation of the order and the intra-Community identification number and shall be sent to the invoicing address indicated by the Customer.

Payments shall be made in accordance with payment terms agreed in the purchase order or sixty (60) days after the issue date of the invoice. In the event of late payment, the Supplier shall apply, an interest on the sums due, which may not under any circumstances be greater than (i) three times the legal interest rate applicable in France for deliveries in France, or (ii) the lowest permissible rate for deliveries in Belgium or the Netherlands, unless otherwise agreed between the parties in the purchase order or contract referring these General Conditions of Purchase. In addition, if the purchase order is subject to French law, a fixed sum of 40€ for collection charges will be applied.

In the event that a lower price or a higher discount has been granted by the Supplier to other companies for volumes of products or services that are comparable to that purchased by the Client, the Parties undertake to hold discussions with respect to how this information shall be taken into account.

4. Delivery and Acceptance

The Supplier undertakes to deliver the Software, as well as all associated documentation, to the locations and on the dates and within the timeframes specified on the purchase order and within the opening hours of the department in charge of the acceptance of such Software.

In the event of a service provision on site, the Supplier shall comply with the regulations and health and safety measures of the Customer applicable to external organisations operating on the Customer's sites.

The Software delivered must conform strictly to the quantity and quality stipulated in the terms of the purchase order as well as to the features agreed between the Parties.

The Customer shall be deemed to have accepted apparent defaults if (i) in the case of delivery of Software, the Customer has not notified the Supplier of these faults within ten (10) working days of the delivery date or (ii) in the case of supply of Software and services subject to an acceptance procedure, if the Customer has accepted the Software and services in writing after having been requested to do so by the Supplier.

Should the Customer conditionally accept the Software and services, the Supplier must remedy the defaults identified as quickly as possible. If the defaults identified have not been remedied within fifteen (15) days, the Customer is entitled to refuse the Software. In such a case, the price shall not be due and the Supplier will refund any advance payment paid by Customer as quickly as possible. If the Software and services are accepted unconditionally or if the initial conditional acceptance is confirmed unconditionally, the Customer shall declare acceptance in writing ("the Acceptance").

5. Transfer of ownership and risks

Ownership on the Software is transferred to the Customer at the date of the purchase order and risk of damage or loss are transferred to the Customer on Acceptance.

6. Delivery periods and penalties

Delivery deadlines agreed between the Parties start as from the date the purchase order is placed by the Customer. These deadlines must mandatorily be complied with and may not be modified unless by prior written agreement from the Customer. Unless otherwise mentioned in the purchase order, the deadlines stipulated in the purchase order expire on the date of delivery of the last item of Software included in the purchase order. The Customer reserves the right to refuse early delivery. In the event that deadlines are not complied with, the Customer may, solely on the grounds of late delivery, apply late delivery penalties amounting to 0.5% of the total value of the order per calendar day that elapses after the delivery deadline, up to a ceiling of 10% of the total value of the purchase order, without prejudice to any damages. If this ceiling is reached, the Customer reserves the right to terminate as of right the contractual relationship, by sending a notice to Supplier, without prior notice or intervention by the Courts or tribunals, and without prejudice to its right to be compensated for any resulting damage. General Conditions of Software Purchase v April 2014 - PROC.INF.006.EN 2/3 GDF SUEZ 1, place Samuel de Champlain 92400 Courbevoie Société Anonyme au capital de 2 412 824 089 euros SIREN 542 107 651 RCS NANTERRE TVA-FR 13542 107651

7. Guarantees

The Supplier hereby warrants the following: the undisturbed enjoyment of all the rights granted by the Contract to the Customer under the terms and conditions set out above; that it is not subject to any obligation or restriction that may limit its freedom of action in the execution of the Contract and undertakes not to accept any obligation or restriction of this nature; that the Software complies with the Software Documentation, for a period of one year as from the effective delivery date of the Software; that for a period of three (3) months after delivery, the Software media to which the Contract applies are free from any fault under the normal conditions of use. In the event of a failure, they shall be replaced by the Supplier at no extra cost; that at the time of delivery, the Software does not contain any virus or any electronic code or mechanism designed to invalidate, damage, delete or deactivate the Software or cause it to deteriorate. However, automatic deactivation is possible if the Customer uses the Software with a view to testing it over a given period; that support services shall be provided in accordance with best practice. Any costs or charges incurred as a result of the implementation of these guarantees shall be at the expense of the Supplier.

8. Working life of the Software

The Supplier undertakes, for a minimum period of two (2) years after the withdrawal of the Software from its catalogue, to provide the Customer with the elements required to use the Software.

9. Confidentiality

Any information of any kind whatsoever, whether commercial or technical, which may be shared between the Parties at the time of the order or during its execution, remains the exclusive property of the Party that divulges the aforesaid information. The Party receiving the information shall not make use of it unless in the framework of the order and shall return it to the other Party after the order has been executed. The Party receiving the information undertakes to keep the aforesaid information strictly confidential for a period of five (5) years after the date of the order, to provide it only to those of its employees that need to be aware of it for the execution of the order, who are bound also to keep it confidential, and under no circumstances to communicate it to any third party without prior written agreement from the Party divulging the information.

10. Communication

The Supplier shall refrain from communicating, in any way, shape or form, any information as to the existence of the commercial relationship between the Customer and the Supplier and/or about the Customer and its associated brands, unless with the prior written agreement from the Customer.

11. Intellectual property

The Supplier grants to the Customer worldwide, personal, non-exclusive, non-transferable usage rights, including: the right to reproduce, install and use each Software Package and its associated documentation on any of the Customer's IT systems; the right to reproduce, install and use at no extra cost or without any additional payment each Software Package on a backup site belonging to the Customer in the event of temporary unavailability of any of its regular IT sites. The Customer may carry out, free of charge, any test that involves reproduction, installation or use to ensure the operational nature of its backup site; the right to reproduce, install and use the Software at no extra cost or without any additional payment for the purposes of testing or assessment; the right to configure or adapt the Software; the right to allow third parties to use the Software, at no additional cost, for any realisation, integration or facilities management activities that the Customer may assign to them. It is understood that these third parties may only use the Software for the Customer's own purposes and only to perform the services that are entrusted to them. The third party must sign a confidentiality agreement with the Supplier and Customer prior to any activity. the right to transfer the Software from a workstation, PC or server to another and/or to another operating system or to an Affiliated Entity; the right to integrate the Software into a system developed by the Customer, which may include equipment and software from any source.

Usage rights shall be granted for the term of the intellectual property rights attached to the Software. The usage rights assigned with respect to the Software shall automatically apply to all Versions of the Software delivered, under the same terms and conditions. The Customer undertakes to maintain the intellectual property statements featured on the components that make up the Software in good condition. The Customer undertakes to display these statements on any full or partial reproduction of the components of the Software and on all related media. The Supplier reserves the right of ownership of the Software and its documentation. The Customer shall acquire no right other than those set out in the Contract. Without the prior written agreement of the Customer, the Supplier may not: use the Software in such a way as to restrict the rights outlined above, or conclude with a third party any agreement that is liable to restrict the aforesaid rights. Upon the Customer's request, the Supplier agrees to provide, free of charge, a license for a test or demonstration version of the Software for a period of two calendar months. The number of loans shall be limited to five per year.

Should the Supplier develop specific modifications and/or developments for the Customer independently or with the Customer's collaboration, the transfer to the Customer of all ownership rights attached to these specific modifications and/or developments shall be governed by a specific contract concluded between the Parties.

12. Third Party rights and infringement indemnification

In accordance with the law and applicable regulations, the Supplier hereby attests and warrants that it is authorised to assign all rights by virtue of the present terms and conditions; that it has obtained all the rights required for this purpose, in particular for its employees, subcontractors and potential external suppliers. The Supplier guarantees and shall compensate the Customer for all damages, losses, costs, liabilities, fines or penalties (including all reasonable lawyer's fees), incurred by the Customer subsequent to any allegation, proceedings, action and/or claim by a third party on the grounds that an intellectual property right, regardless of its nature, assigned by virtue of the Contract, infringes said third party's intellectual property rights. Furthermore, if the Supplier is informed about a legal action or motion, the purpose of which to restrict the exercise of one of the rights granted by virtue of this present Contract, it (a) shall obtain the right for the Customer to exercise its rights in compliance with the Contract, or if this initial solution proves impossible (b) the Supplier shall adapt the service in question so that it is no longer in violation, whilst maintaining at least equivalent functional capacities. If none of the aforementioned options is reasonably possible, the Supplier will refund the Customer the amount paid by the said Customer, in proportion to the operating restriction in question without prejudice to the right of the Customer to be compensated accordingly.

13. Support and Maintenance

The primary Customer Support responsibilities shall cover the technical Support of the Software, i.e.: anomalies encountered during installation of the Software; delivery of installation processes for the Software and Software Upgrades; information on the levels of operating systems or third party software packages supported; anomalies encountered in the functioning of the Software.

The Customer may also use Customer Support to receive functional support, such as: support with use of the Software or support with configuration of the Software.

During the term of execution of the Support services under the Contract, the Supplier shall ensure Technical Support pertaining to the use of the Software, by telephone from Monday to Friday (excluding public holidays) from 8.00am to 7.00pm (Metropolitan France time). Support shall be provided by qualified technical personnel who speak French. The number of telephone calls that the Customer's representatives may make to the Technical Support Centre shall be unlimited.

In the framework of the provisions set out above, the Maintenance services include corrective Maintenance, adaptive Maintenance and upgrades. Maintenance services also include regulatory Maintenance, i.e. ensuring the Software is maintained in accordance with the applicable laws and regulations arising from public policy.

Corrective Maintenance services include: the provision of a workaround and/or a fix under the conditions of intervention defined between the Parties. Adaptive maintenance services and upgrades include: the delivery of major and minor new versions and upgrades, with the Supplier reserving all rights and remaining the sole owner of the realisation and the rollout of the aforementioned new versions and upgrades of the Software and the associated documentation; maintenance services also include regulatory Maintenance, i.e. ensuring the Software is maintained in accordance with the applicable laws and regulations, as per the documentation and information provided by the Supplier.

14. Liability and Insurance

14.1 The Supplier shall retain authority and control over all its personnel, including when they are operating in the field or on one of the Customer's sites.

14.2 The Supplier agrees to take out, both on its own behalf and on behalf of any potential subcontractors, an insurance policy with a company that is known to be creditworthy, guaranteeing the pecuniary consequences of the civil liability that it could incur or that its potential subcontractors could incur, due to bodily harm or material or immaterial damage, whatever its origin, caused to the Customer as well as to any third party, during or after the execution of the order. The Customer may request that the Supplier provide a copy of the insurance certificates relating to the policies that it has taken out. The insurance policies must be in force at the latest from the time of delivery of the Products or at the beginning of the execution of the Services and they must remain in force, uninterrupted, until at least twelve (12) months after this time, and must contain a waiver of liability in favour of the Customer. The indication of the amounts guaranteed in the insurance policy does not imply, in any way, shape or form, that the Customer releases the General Conditions of Software Purchase v April 2014 - PROC.INF.006.EN 3/3 GDF SUEZ 1, place Samuel de Champlain 92400 Courbevoie Société Anonyme au capital de 2 412 824 089 euros SIREN 542 107 651 RCS NANTERRE TVA-FR 13542 107651

Supplier from going above these amounts nor any limitation of liability. The insurance premiums are exclusively at the expense of the Supplier.

15. Termination

In the event of non-fulfilment by the Supplier of any one of its obligations, which is not then fulfilled within ten (10) days of the Customer sending a formal notice by registered post, the Customer may terminate the order as of right, without prejudice to any damages to which it may be entitled.

Similarly, the Customer may, subject to the applicable imperative laws, (i) terminate the purchase order as of right in the event of bankruptcy, dissolution or repossession of the Supplier's assets; (ii) terminate at any time, unilaterally and as of right, any purchase order placed but not yet realised, without formal notice or prior intervention by the courts.

The execution or realisation of the purchase order does not bring to an end any obligations that remain by their very nature, particularly those relating to the warranty, intellectual property and confidentiality.

16. Ethics and sustainable development

1. The Supplier acknowledges that he has been informed of, and agree to abide by, the GDF SUEZ commitments in the area of ethics and sustainable development, as those commitments are set forth in the Ethics Charter, the Guide “Ethics in Practice” and the policy “Ethics of Business Relationship: Governing Principles” and posted on its website www.gdfsuez.com.

2. The Supplier represents and warrants to GDF SUEZ that, for a period of 6 years immediately preceding the execution of the purchase order or contract referring to these General Conditions of Purchase, he has complied with the rules of international law and national law applicable to the purchase order or contract referring to these General Conditions of Purchase, in relation to:

(i) fundamental human rights and in particular the prohibition of (i) using children labor and any form of forced or compulsory labor and (ii) organizing any form of discrimination within its company or towards the suppliers and sub-contractors;

(ii) embargos, drugs and weapons trafficking, terrorism;

(iii) trade, import and export licenses and customs;

(iv) health and safety of staff and third parties;

(v) labor, immigration and prohibition of illegal work;

(vi) environment protection;

(vii) financial criminal offences, in particular corruption, fraud, influence peddling (or equivalent offence as it can be provided by the national law applicable to the purchase order or contract referring to these General Conditions of Purchase), swindling, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgeries, and similar or related offences;

(viii) measures to combat money laundering;

(ix) competition law.

3. In connection with the purchase order or contract referring to these General Conditions of Purchase performance, the Supplier commits to comply in his name and in the name and on behalf of his suppliers and sub-contractors with the same rules.

4. GDF SUEZ has the right to require from the Supplier evidence that he has complied with the rules of the present Ethics and Sustainable Development Clause and to carry out audits or have them carried out.

5. Any breaches of the rules of the present Ethics and Sustainable development Clause shall constitute a contractual breach entitling the non-defaulting party to suspend and/or terminate the purchase order or contract referring to these General Conditions of Purchase at the defaulting party’s exclusive expense, in accordance with the terms and conditions set forth in the purchase order or contract referring to these General Conditions of Purchase.

17. Subcontracting - Assignment

17.1 The Supplier assumes full responsibility for the proper execution of purchase orders. The Supplier may not confer all or part of the execution of a purchase order to a third party, unless with the prior written agreement of the Customer. If the Supplier uses subcontractors, it shall assume full responsibility in this regard. Subcontracting does not release the Supplier, in any way, shape or form, from its obligations performed by said third parties.

17.2 The Customer may freely transfer all or part of its rights and obligations pursuant to the purchase order to one of its Affiliated Entity.

18. Economic dependence

The Supplier shall commit to diversify his market shares with other customers concerning identical or non identical services of the purchase order or contract referring these STCs. The Supplier shall immediately inform the Customer of any risk of economic dependence.

19. Force Majeure

Force majeure events are those which may not be reasonably foreseen and which are uncontrollable, and prevent one of the Parties from fulfilling its obligations. In the event of force majeure, the obligations incumbent upon either Party affected by the force majeure event shall be suspended, in the first instance. The Party affected shall promptly alert the other Party of the force majeure event and of its probable duration; it shall be bound to make every effort to minimise the effects resulting from this situation. If the force majeure event continues for more than fifteen (15) days, without any possibility of it being resolved, the other Party may terminate the order, without prejudice to any damages due from either side.

20. Applicable law and settlement of disputes

The Agreement shall be governed by and construed in accordance with the Belgian Law without giving effect to (i) any conflicts of laws provision or rule that would cause the application of the laws of any other jurisdiction or (ii) the provisions of the United Nations Convention on Contracts for the International Sale of Goods. **THE PARTIES SHALL IN GOOD FAITH SEEK TO REACH AN AMICABLE RESOLUTION BEFORE INITIATING ANY LEGAL PROCEEDINGS.**

SO, ANY DISPUTE WILL INITIALLY BE SUBMITTED TO CONTACTS APPOINTED BY THE PARTIES TO SETTLE SUCH DISPUTE WHICH WILL ENDEAVOUR TO RESOLVE THE PROBLEM WITHIN A MAXIMUM OF TWO (2) MONTHS.

FAILING TO FIND AN AMICABLE SOLUTION WITHIN THIS PERIOD, THE SUPPLIER WILL BE ABLE TO FREELY BRING THE DISPUTE BEFORE THE GDF SUEZ OMBUDSMAN TO THE FOLLOWING ADDRESS:

LE MEDIATEUR – TSA 34321 – 92099 LA DEFENSE

OR mediateur.achats@gdfsuez.com

IN ACCORDANCE WITH THE CHARTER OF THE MEDIATION OF GDF SUEZ THE OMBUDSMAN WILL PROPOSE AN INDEPENDENT AND IMPARTIAL SOLUTION THAT THE PARTIES WILL BE FREE TO ACCEPT OR REJECT. FOR MORE INFORMATION :
<http://www.gdfsuez.com/mediateur/>

IN THE ABSENCE OF A DISPUTE RESOLUTION IN AN AMICABLE WAY OR THROUGH THE GDF SUEZ OMBUDSMAN IN ACCORDANCE WITH THE TERMS SET FORTH ABOVE, THE DISPUTE SHALL BE BROUGHT BY THE MOST DUE DILIGENT PARTY BEFORE THE COMPETENT COURTS OF THE COUNTRY IN WHICH THE CUSTOMER'S HEAD OFFICE IS LOCATED

21. Miscellaneous provisions

The nullity of any clause does not cause the nullity of these standard terms & conditions and the Parties shall endeavour to replace it with a valid clause of equivalent economic impact.

The non-exercise or late exercise of any right or recourse by either one of the Parties does not constitute a waiver of the right or recourse in question and does not, furthermore, constitute a waiver of any other rights or recourses. Each Party to this present agreement is an independent legal entity, both legally and financially, acting on its own behalf and under its own responsibility. The Supplier carries out its activities as an independent service provider towards the Customer. All of the Supplier's staff that is appointed, wholly or partially, to execute the contract shall remain, in all circumstances, under the management and authority of the Supplier. The Supplier hereby declares that the personnel performing the Services under a purchase order are employed in accordance with the provisions of Articles of the Labour Code in force in Belgium or any local legislation applicable to the Customer and the Supplier and undertakes, in its capacity as an employer, to comply with all administrative, accounting and social management obligations to respect to its staff.