

Digital Platform hosted services Specific conditions

1 Definitions

"Personal data": all personal data related to the Clients' Employees and collected on the Asset Advisor Platform, such as name, first name, telephone work number, work email, in order to create a user ID and a password allowing access to the Asset Advisor Customer Dashboard, or to enable communication between the Client and Schneider Electric.

"Technical Data" all data collected from the Connected Assets such as current, voltage, etc...and then transferred then stored on the Platform. The Technical Data also include all the parameters required to deliver the Asset Advisor Service such as product reference (from the data base of installed products) and their association to an electric load.

"Monitored Assets": assets under an Asset Advisor Service offer as described hereafter.

"Asset Advisor Service": all the components of the "EcoStruxure Asset Advisor" service which enable condition based maintenance and allow the optimization of preventive maintenance operation on Monitored Assets.

"Asset Advisor Platform": all servers and software managed by Schneider Electric to deliver the Asset Advisor Service

"Asset Advisor Customer Dashboard": a secured web portal only accessible with passwords to clients subscribing to Asset Advisor Service.

"Maintained Assets": assets under onsite Maintenance Service Contract under the current contract offer [if Asset Advisor contract is bundled with a Service Contract or Advantage Service Plan]

"The Service": preventive maintenance service described in the current contract [if Asset Advisor contract is bundled with a Service Contract or Advantage Service Plan]

2 Personal data

2.1 Personal data protection

Schneider Electric and the customer acknowledge that implementing the ordered services as defined in this contract could entail processing personal data.

Schneider Electric states that it processes the Client's personal data in compliance with applicable legislation and its global personal data protection policy.

The Client agrees to comply with their obligations when collecting personal information from employees and, in particular, as far as reporting requirements are concerned and the consent of the latter. The Client agrees to inform Schneider Electric of any requests to access, correct, or delete data, withdraw consent or repatriate personal data by people from whom the Client has collected personal data for Asset Advisor Service purposes.

In fact, use of the service requires collecting personal data from Client's employees, such as last names, first names, business e-mails and telephone numbers in order to create Asset Advisor Customer Dashboards access accounts or to communicate with Client's employees.

The Client is responsible for maintaining confidentiality of user IDs and Asset Advisor Customer Dashboards access codes as well as unauthorized Third-Party use of their access account, unless Schneider Electric has been notified of compromised accesses and/or the misappropriation of their user IDs and passwords.

2.2 Security of personal data

Schneider Electric is subject to an obligation of diligence and is committed to doing its utmost to ensure the full availability and smooth overall operation of the Platform.

Schneider Electric hosts the Client's personal data in France and implements technical and organizational security measures to protect every user's personal data from damage, loss, misuse, intrusion, disclosure, alteration, or destruction.

The only Schneider Electric employees with access to the Client's personal data are those in charge of Platform administration or Asset Advisor Service experts. They are accordingly committed to ensure strict confidentiality.

Despite all the security measures in place, Schneider Electric cannot, under any circumstances, be held liable for the loss of personal data due to a user logging on to their account via an insecure Internet connection.

2.3 Storage and restitution/destruction of personal data

In order to provide the Asset Advisor Service, Schneider Electric stores personal data and makes backups of this data. This data will be stored for the term of the CONTRACT. At CONTRACT termination or cancellation, Schneider Electric agrees to repatriate or destroy all Personal Data transmitted by the Client according to the processes, procedures, and format previously agreed upon by the parties.

3. Technical data

3.1 Collection and processing of technical data

The Asset Advisor Service leverages the secure and periodic transmission of data from equipment to the Asset Advisor Platform operated by Schneider Electric experts in electrical distribution and associated maintenance. Information flow is one-way and no remote control of the electrical installation by Schneider Electric is possible. A Communication gateway is installed on the Client's network.

The Client's internal networks, Internet connection, firewalls, and other security measures are all the Client's responsibility. Schneider Electric cannot be held responsible for the consequences of an intrusion from Internet into the Client's networks and systems.

Data is archived on the Asset Advisor Platform for the entire term of the contract. Some raw data can be retrieved by the Client in csv. format

Asset Advisor Customer Dashboards does not allow technical data to be modified, access is read-only.

3.2 Restitution and destruction of technical data

Technical data can be repatriated to the Client on request according to the processes, procedures, and format to be agreed upon by the parties as well as the pricing terms set by Schneider Electric in a separate estimate.

Technical data will be destroyed by Schneider Electric if the Client has not requested restitution of said data within one month after contract termination.

4. Risks and responsibilities

4.1 Risks

The Client acknowledges they have received all the information they need from Schneider Electric to enable them to evaluate and validate the Asset Advisor Service is meeting their needs and to take every precaution with its use.

The Client furthermore declares to have the skills required to use correctly the Asset Advisor Customer Dashboard. With the exception of personal data that is subject to the specific provisions set out in Article 2 above, the Client confirms they accept the characteristics, risks, and limitations of the Internet and acknowledge:

- That they alone are responsible for whatever use they make of the Asset Advisor Customer Dashboard;
- In particular, that Internet involves risks and imperfections that can lead to temporary declines in the technical performance of Internet, higher response times during on line use of the Asset Advisor Customer Dashboard, even temporary unavailability of the Asset Advisor Platform. The same holds true for the performance of data transmission;
- That communicating user IDs or, more generally, any information they deem confidential is done under their own responsibility;
- That they must take all the necessary measures to ensure that the technical characteristics of their computers make it possible to use on line portal in the best possible conditions;
- That they must take all the appropriate measures to protect their systems, their network, and their own data and/or software from contamination by potential viruses circulating via Schneider Electric portal websites and/or data transmitted while logged on;
- That they must take all the appropriate measures to protect their systems, their network, and their own data and/or software linked to firewall settings to allow data to be sent to the Asset Advisor Platform.

4.2. Liabilities

Schneider Electric is liable for any direct, tangible damage caused to the Client under the Contract. Indirect and/or intangible losses are expressly excluded.

In particular, a faulty part or equipment not detected by Asset Advisor on time to recommend maintenance action, will not be considered a damage caused to the Client by Asset Advisor Service, as there is no perfect monitoring for all aspects with impact on equipment failures.

Schneider Electric's liability is limited by site to an amount equal to the price of the Asset Advisor Service subscription for said site, as set out in the Commercial Terms of this Contract.

4.3. Execution conditions of the contract

Schneider Electric agrees, in its capacity as a professional, to make every effort to deliver the ordered services mentioned in the Contract in compliance with good practices.

After coming into force, SE shall name a contact whose mission shall be to represent SE with the Client during the contract time, and particularly during reports delivery.

In case of abnormal situation arisen on site, detected by Asset Advisor Platform, Service Advisor will contact Customer within

- Next business day for Critical notification (not necessarily including recommendations).
- One week for Major notification, including experts advise.
- Longer for minor notifications, taken next periodic report as maximum delay for less relevant topics

Periodic Reports will be provided within 2 weeks (calendar days) following anniversary date.

Any malfunctioning of the Asset Advisor Platform itself shall be recorded by the Service Advisor, but customer may report if consider it is having an impact on their service. In any case, Service Advisor will transmit issue to proper support level within SEF to get diagnosis, temporary fix and/or a final fix of the problem, and come back to Client, regarding impact level:

- In the case of blocking malfunctioning, like disabled major functions required to do productive work or Asset Advisor Platform is partially inoperative because no feasible work-around is available, Service Advisor shall intervene,
 - Within 2 hours for acknowledgment
 - Within 24 hours for a work around or temporary fix
 - Within ten (10) days for a final fix, keeping Client updated every 48 hours
- In the case of non-blocking malfunctioning, like degraded conditions, less critical but still important to continuing operation, or Client has determined a work-around for the error, Service Advisor shall intervene:
 - Within 24 hours for acknowledgment
 - Within ten (10) days for work around or temporary fix
 - Within fifteen (15) days for a final fix, keeping Client updated weekly.

In case of customer request during Normal Business Day, not necessarily pushed from Asset Advisor side, Service Advisor will contact customer back within Next business day.

5. Specific exclusions linked to the Asset Advisor Service

The Asset Advisor Service has following exclusions:

- Client is responsible for the electrical networks and the LAN to connect the Gateway to internet; or in case of LAN unavailable, to allow usage of active SIM for mobile data (3G/4G).
- Schneider Electric retains ownership of all intellectual property rights linked to all platform software, especially the rules, the alert thresholds, and the algorithms associated with data processing.
- If special adaptation requirements are issued by the Client, the associated costs will be calculated separately.
- The Asset Advisor Service is based on use of the shared, secure platform hosted on Schneider Electric premises enabling access to the Asset Advisor Customer Dashboard. All independent platforms are excluded.
- The Client is responsible for deciding whether or not to follow issued recommendations from Service Advisors: The Client agrees, when applicable, to respond to recommendations within a reasonable time frame of fifteen (15) days: a failure to respond within this time will be understood as a refusal to implement the recommendation. Within the scope of maintenance operations, Schneider Electric cannot be held liable, in whatever capacity, for any equipment damage or failure caused by the Client's refusal to follow an issued recommendation.
- For Set-up phase prior to start Asset Advisor Service, the Client must ensure following prerequisite conditions:
 - Power supplies available (electrical room, panel ...),
 - Any delays resulting in lost time caused by customer or customer representative may be chargeable
 - Connection to/from 3rd party sensors not delivered by SEF finished and checked,
 - other systems to integrate installed, connected and checked.