MASTER SERVICE AGREEMENT

ENERGY MONITORING

This MASTER SERVICE AGREEMENT (the "Agreement") is entered into by and

PLASTIC OMNIUM GESTION, a company incorporated under French law as, a "société par action simplifiée", whose registered office is located at 19 Boulevard Jules Carteret, 69007 LYON, FRANCE, registered under n° 410 314 207 CS LYON, acting both in his own name and on behalf of its Affiliates, duly represented by Sandrine LEDRU acting as Chief Digital Information Officer having all powers for the purpose

Hereinafter referred to as "Customer" or "Plastic Omnium"

And

SCHNEIDER ELECTRIC FRANCE, a company incorporated under French law as a "société par actions simplifiée", whose registered office is located at 35 rue Joseph Monier, 92500, Rueil Malmaison, registered under n°421 106 709 CS Nanterre, actin on hs own name, duly represented by Fabien CHENE acting as VP Schneider Electric Sustainability Solutions, having all powers for the purpose

Hereinafter referred to as "Provider" or "Schneider Electric"

(each a "Party" and collectively the "Parties") as of the "Effective Date" (both as defined below):

"Effective Date"	Date of signature by both Parties
"Name"	**Energy Monitoring**
"License"	Annual Subscription
"Term"	As set forth in Section 3.1 of this Agreement.
"Terms and Conditions"	As set forth in Exhibit A
"Roll-out Plan and Working Schedule"	As set forth in Exhibit B
"Service Level Agreement"	As set forth in Exhibit C
"Pricing and Payment Terms"	As set forth in Exhibit D
"Scope of Work and Technical Requirements"	As set forth in Exhibit E
"Proposal "	Technical and Commercial proposal that will be made by Provider on a "case by case basis" on the basis of the template as set forth in Exhibit F

Context.
Whereas, Plastic Omnium operates sites with energy-consuming equipment that it wants to better monitor and improve performance through an energy monitoring system – the Solution;
Whereas, Schneider Electric supplies energy monitoring services, consulting and software and more specifically the Solution, as defined in the present Agreement.
This Agreement consists of the supply of the Solution; the visualization of energy data, indicators and dashboards through Solution; user experience services; data analysis.

WHEREAS, this Agreement directly creates rights and obligations between Customer and the Provider. Customer warrant and guarantee that its Affiliates will agree and comply with the terms and conditions of this Agreement. Customer also warrant and guarantee that all companies that become its Affiliates during the term of the Agreement will agree and comply with the terms and conditions of the latter. Any new company that becomes an Affiliate of the Customer will be entitled to claim the benefit of the provisions of this Agreement for all the Purchase orders being performed.

Agreement Terms. This Agreement shall consist of the following contract documents in the following order of priority:
1- the Terms and Conditions (Exhibit A),
2- Roll-Out plan and working Schedule (Exhibit B)

3- Service Level Agreement (Exhibit C),
4- the Pricing and Payment Terms (Exhibit D)
5- Scope of Work (Exhibit E),
6- The relevant Proposal,
7- The relevant Purchase Order issued under this Agreement.

However, any specific conditions only related to the scope of the services, planning can be agreed between the Parties within the specific Purchase Order shall prevail.

This Agreement and any and all amendments hereto constitute the entire agreement between the Parties with respect to its subject matter, and supersedes all prior or contemporaneous agreements, understandings, representations, warranties, promises, and discussions, whether written or oral, between the Parties regarding the same.
IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.
BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND IT AND AGREE TO BE BOUND BY IT.

Authorized representatives of each Party below have executed this Agreement as of the Effective Date:

CUSTOMER

Signature: _Sandrine LEDRU_

Printed Name: Sandrine Ledru

Title: Chief Digital Information Officer

Date: 21 juin 2023

PROVIDER

Signature _Fabien Chene_

Printed Name: Fabien Chene

Title: VP Schneider Electric Sustainability Solutions

Date: 21 juin 2023

EXHIBIT A
TERMS AND CONDITIONS

1   DEFINITIONS

1.1   **"Affiliates"** means with respect to any entity, any other present or future entity controlling, controlled by, or under common control with such entity of the Customer. The meaning of "control" is owned at 50% or more by the Customer representing the right to make decisions for such entity are, now or hereafter, owned or controlled, directly or indirectly, by the controlling entity.

1.2   **"Cloud Services"** means the Resource Advisor Solution access and maintenance of the *Provider* Solution, as described in the applicable Proposal in accordance with Exhibit D and E and Service Level Agreement in accordance with Exhibit B.

1.3   **"Cloud Application"** means the *Provider's* Resource Advisor Solution to be made available to Customer as part of the Cloud Services.

1.4   **"Confidential Information**" means that information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant to this Agreement, in written or oral form. Confidential Information shall include, but not be limited to, trade secrets, know-how, inventions, techniques, processes, algorithms, all training and procedural materials developed by *Provider* in conjunction with the use or installation of the *Provider* Software, , source code, schematics, designs, contracts, customer lists, financial information, product plans, sales and marketing plans and business information. References to either Party as a Receiving Party or a Disclosing Party shall also include all of such Party's Affiliates, subject to the restrictions contained in this Agreement. The obligations set forth in Section 7 shall not apply to the extent that Confidential Information includes information which is: (i) now or hereafter, through no unauthorized act or failure to act on the Receiving Party's part, in the public domain; (ii) known to the Receiving Party without an obligation of confidentiality at the time the Receiving Party receives the same from the Disclosing Party, as evidenced by written records; (iii) hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; (iv) furnished to others by the Disclosing Party without restriction on disclosure; or (v) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall: (1) assert the confidential nature of the Confidential Information to the agency; (2) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (3) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

1.5   "**Customer Pre-Existing Materials"** means any and all Intellectual Property that is (i) owned or licensed by Customer immediately prior to the Effective Date of this Agreement, or (ii) developed or acquired by Customer separate from this Agreement and without use of any *Provider* Materials.

1.6   "**Customer Materials**" means any and all Intellectual Property owned by Customer including: (i) Customer Pre-Existing Materials; and (ii) the support (paper, PDF, excel, etc.) of the Deliverables.

1.7   **"Data":** all information and data that has been provided, taken, processed or stored and communicated to the Provider including personal data by the Customer.

1.8   "**Deliverable**" means any and all completed and in-progress documents that are exclusively developed by Provider on the basis of Customers Pre-Existing Materials..

1.9   **"Initial Term"** shall mean **3 years from the Effective Date of this Agreement.**

1.10   "**Intellectual Property**" means all algorithms, application programming interfaces (APIs), apparatus, concepts, data, databases and data collections, deliverables, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

1.11   **"Intellectual Property Rights"** means all of the following in any jurisdiction throughout the world and whether existing now or in the future: (a) patents and patent disclosures; (b) copyrights and copyrightable works; (c) trademarks, service marks, trade dress, trade name, logos, and other designations a party uses in connection with its business (whether registered or unregistered); (d) trade secrets and know-how; (e) any other proprietary or intellectual property rights.

1.12   **"*Provider* Materials**" means any and all Intellectual Property own or licensed by *Provider*, including but not limited to: (i) Licensed Materials; (ii) *Provider* Pre-Existing Materials; (iii) any Retained Materials and iv) the Resource Advisor Solution.

1.13   **"*Provider*'s Pre-Existing Materials**" means any and all Intellectual Property Rights owned by *Provider* prior to the commencement of this Agreement

1.14   **"Purchase Order or "Order"**: the hardcopy or electronic (for online transactions) document by which the Customer places the Services order with the Provider.

In particular, it includes:
•   a description of the Services;
•   the Services price(s);
•   the Site where the Services is to be implemented or delivered to;
•   the timeframe and dates for the implementation or delivery of the Services;
•   the Customer's identification information;
•   the Agreement reference.

The Purchase Order is governed exclusively by the terms and conditions of the contractual documents relating to a Service, listed in the present Agreement.

1.15   N/A

1.16   "**Services**" means the Cloud Services and/or any other professional services related to the Solution provided by *Provider* to Customer and set forth in an applicable SOW.

1.17   " **Resource Advisor Solution**" or **"Solution"** means the Set-up Solution and the Running Solution of the Cloud Application as described here after in accordance with Exhibit B and E.

1.18   "**Setup Solution**" means the performance of the following services in accordance Exhibit E:
•   Platform set-up,
•   Resource Advisor setting,
•   Data integration check,
•   User training,
•   Project management.

1.19 "**Running Solution**" means of the performance of the following services in accordance with Exhibit B and E :
- Client management.
- Resource Advisor licensing,
- Ticketing,

1.20 "**Scope of Work**" or "**SOW**" means a document, attached hereto, which may include specific terms and conditions relating to the services being purchased being understood that such SOW shall not consist in reducing the minimum pricing defined in Exhibit D and shall not provide terms and conditions more restrictive for Provider than those defined in Exhibit A, B, C and D of the Agreement. SOWs shall not be binding until executed by both *Provider* and Customer and such SOW shall be incorporated as an Exhibit to this Agreement upon execution.

2   CLOUD SERVICES

2.1   **Cloud Services.** *Provider* will provide Cloud Services in accordance with this Agreement and the applicable Proposal and Service Level Agreement, subject to *Provider*'s Acceptable Use Policy, as such policy may be updated by *Provider* from time-to-time of this Agreement and provided by Provider to Customer.

2.2   **License to Cloud Services and Cloud Application**. *Provider* hereby grants to Customer, a non-transferable (except to its Affiliates), non-exclusive license (with no right to sublicense except to its Affiliates) for *Provider*'s Cloud Application as described in the applicable Proposal or SOW. Customer may not use the Cloud Application to process information owned by or for the benefit of any third party unless such use is specifically in connection with Customer's authorized use of the Cloud Application as specified in the applicable Proposal or SOW. In consideration of the licenses granted herein, Customer shall pay the fees in the amount and in accordance with the payment terms set forth in the applicable Proposal or SOW.

2.3   **Limitation of Rights**. Customer shall not, and shall not permit any third party to, (a) modify or use the Cloud Services, including Cloud Application except to the extent permitted in Section 2.2 and the applicable Proposal or SOW; nor (b) decompile, reverse engineer, disassemble or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of any object code contained in the Cloud Services including Cloud Application. Except as expressly set forth herein, Customer will not market, sublicense, distribute, reproduce, rent, lease or offer for timesharing the Cloud Services including Application. Except as set forth in Section 10.2 hereto, this Agreement and the license granted pursuant hereto may not be assigned, sublicensed or otherwise transferred by Customer without the prior written consent of *Provider*.

2.4 Personal Data Protection. Under the Contract, the Parties may be required to process personal contact data belonging to the other Party's employees or legal representatives. Each of the Parties acts as an independent controller for this personal data with regard to the other Party. When one of the Parties is established in the European Union, it is subject to the provisions of Regulation (EU) 2016/679 of 27 April 2016 on the protection of personal data (hereinafter referred to as the "GDPR") and undertakes to process said data in accordance with the GDPR. All internal teams required to process this data as part of their role, each of the Parties' authorised service providers, or even the institutional players are considered recipients. Additional guarantees (Binding Corporate Rules or BCRs, EU Standard Contractual Clauses) are likely to be implemented if data is transferred to a third country, within the meaning of the GDPR, unless this country benefits from a European Commission adequacy decision. Each Party shall be solely responsible for reporting any data breaches that occur as part of its professional activity to the competent supervisory authority. Data shall be retained for the duration of the contract and as per the applicable legal requirements. Data subjects whose data is collected by European entities are entitled to the rights granted by the GDPR (rights of access, rectification, erasure, restriction, portability, objection) which they can exercise either at the registered offices of the Party concerned or with the DPO, if any. They have the right to lodge a complaint with the competent data supervisory authority.

3   TERM, RENEWAL AND TERMINATION

3.1   Term and Renewal. This Agreement may be renewed for one year ("Renewal Terms") upon both Parties mutual written amendment to the Agreement at the end of the Initial term. The Parties shall make commercially reasonable efforts to discuss renewal or non-renewal of this Agreement three (3) months prior to the expiration of the Initial Term and/or Renewal Terms. The price of the Services will be revised at the end of the Initial Term to reflect costs evolution and at each Renewal. For the purposes of this Agreement "Term" shall mean either the Initial Term or each Renewal Term.

3.2   Termination. Either Party may terminate this Agreement upon written notice to the other Party: (a) in the event of the insolvency, bankruptcy or voluntary dissolution of the other Party; or (b) if the other Party materially defaults in the performance of any material provision hereunder, and if such default continues and is not cured by the breaching Party within thirty (30) days after written notice thereof. Such termination right is in addition to, and not in limitation of, any other remedies available to either Party.

3.3   Effects of Termination. Upon expiration or termination of this Agreement, Customer shall cease using (i)the Services and certify to Provider within one (1) month after termination that Customer has destroyed or has retuned to Provider all related documentation and copies excluding Customer's industrial consumption data or any Customer's Confidential Information. Termination of this Agreement shall not relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement for Services performed by *Provider* prior to termination. All such payments shall be made by Customer within sixty (60) days of any termination of this Agreement.

4   INDEMNITY

4.1   By *Provider*. *Provider* will defend, indemnify and hold Customer, its Affiliates, and their respective officers, directors, employees, agents and representatives ("Customer Indemnities") harmless against any losses, costs (including reasonable legal costs), expenses and/or damages suffered or incurred by Customer arising out of any claim by a third party only in case the operation or use of the Solution by Customer infringes the Intellectual Property Rights of such third party, provided: (a) Customer notifies *Provider* promptly in writing of any such claim; (b) Customer does not enter into any settlement or compromise of any claim without the *Provider*'s prior written consent; and (c) *Provider* has sole control of any such action and settlement negotiations and Customer provides *Provider* with reasonable information and assistance, at *Provider*'s expense, necessary to settle or defend such claim.

Provider assumes no liability hereunder for, and shall have no obligation to indemnify, defend, hold Customer harmless or pay costs, damages or attorney's fees for any claim based upon: (a) the combination, operation or use of any Services furnished under this Agreement with software, hardware or other materials or services not provided by *Provider* if such infringement would have been avoided in the absence of such combination, operation, or use; or (b) use of altered Services or services not authorized by *Provider*,(*i.e.,* alterations to the Services by a party other than *Provider* or not authorized by *Provider*), if the infringement would have been avoided by the use of unaltered Services that *Provider* provides to Customer; or (c) use or incorporation in the Services of any design, technique or specification furnished by Customer, if the infringement would not have occurred but for such incorporation or use; or (d) alteration of the Services by a party other than *Provider*; or (e) Customer's use of the Services other than as authorized under this Agreement.

If any of the Services become, or in the opinion of *Provider* or Customer may become, the subject of a third party claim of infringement, *Provider* may, at its option: (a) modify the Service to be non-infringing; (b) obtain the rights necessary to continue providing the Service; or (c) terminate the applicable Purchase Order Proposal or portion thereof related to use of the infringing Service and decrease the Cloud Services Fees or SOW in proportion to the decrease in Services. This Section 4.1 states *Provider*'s entire liability and Customer's sole and exclusive remedy for infringement of any intellectual property owned by a third party.

4.2   By Customer. Customer will indemnify, defend and hold harmless *Provider*, its Affiliates and their respective officers, directors, employees, agents and representatives (collectively, "*Provider* Indemnitees"), from any and all losses and/or action brought against *Provider* arising from, in connection with, or based on allegation of any of the following: (a) alleging Customer's use of the Services in an unlawful manner or in a manner inconsistent with the terms of this Agreement; or (b) arising from or involving content, data or information provided by Customer; provided that: (i) *Provider* notifies Customer promptly in writing of any such claim; (ii) *Provider* does not enter into any settlement or compromise of any claim without

Customer's prior written consent; and (iii) Customer has sole control of any such action and settlement negotiations. *Provider* shall provide Customer with reasonable information and assistance, at Customer's expense, necessary to settle or defend such claim.

5   LIMITED WARRANTY

5.1   Services. *Provider* warrants that the Cloud Services will be performed in a good and workmanlike manner and in all material respects in accordance with the applicable Proposal or SOW. Customer's sole and exclusive remedy (excluding Customer's right to terminate this Agreement), and *Provider*'s entire liability for any breach of this warranty shall be the service credits set forth in the Service Level Agreement of the applicable Proposal, except any exclusion of liability limitation specified in this Agreement.

5.2   Disclaimers. EXCEPT AS SET FORTH IN SECTION 5.1, NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO ANY SERVICES, TO BE SUPPLIED HEREUNDER, AND *PROVIDER* EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS (EXCEPT DELIBERATE INFRINGEMENT OF THIRD-PARTY RIGHTS) AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

6   PAYMENT AND TAXES

6.1   Fees. Fees set out in the Initial Term shall be applicable for fixed term of Euros, except in case of early termination in accordance with article 3.1, in such case, the fees shall only be due for the period before the termination date.
The details are provided in exhibit D.
Provider will invoice Customer the fees set forth in the applicable Proposal. *Provider* will send invoices to the address set forth in the applicable Purchase Order . Customer will pay *Provider* in *Euros*, within net 45 (forty-five) days end of month of receipt of a correct invoice date all undisputed charges and promptly notify *Provider* in writing of any disputed amount. *Provider* shall supply Customer with documentation to support the validity of any disputed charge. In the event of any variation in Fees during the Renewal Terms, Customer and *Provider* shall mutually agree to such variation in writing.

6.2   Taxes. Any charges and fees due hereunder are exclusive of any sales, use, or value added taxes and any other similar taxes and governmental charges, however designated, arising out of this Agreement (except taxes based on *Provider*'s income), and Customer shall pay all such taxes and charges.

7   CONFIDENTIAL INFORMATION.

7.1   Each Party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other Party. The Receiving Party shall, at all times, both during the Term of this Agreement and thereafter for five years following termination of this Agreement, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it (except for any source code, which shall be kept in confidence and trust in perpetuity). The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as expressly permitted under this Agreement. The Receiving Party shall take all necessary steps to comply with applicable laws and regulations to prevent unauthorized disclosure or use of the Disclosing Party's Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, contractors, Affiliates and consultants who need access to such Confidential Information for the needs of the execution of this Agreement and who have entered into confidentiality agreements which protect the Confidential Information of the Disclosing Party sufficient to enable the Receiving Party to comply with this Section 7, provided however for the Receiving Party to remain liable in case of breach of confidentiality obligations by its officers, employees, contractors, Affiliates or consultants. The Receiving Party shall immediately give notice to the Disclosing

Party of any unauthorized use or disclosure of Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party to remedy such unauthorized use or disclosure of its Confidential Information.

7.2   Each Party agrees that the Confidential Information obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's business, and expressly agrees that monetary damages would be inadequate to compensate the other Party for any breach by either Party of any covenants and agreements set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other Party shall be entitled to seek injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

7.3   The obligations set forth in this Section 7 shall not apply to the extent that Confidential Information includes information which is: (a) now or hereafter, through no unauthorized act or failure to act on the Receiving Party's part, in the public domain; (b) known to the Receiving Party without an obligation of confidentiality at the time the Receiving Party receives the same from the Disclosing Party, as evidenced by written records; (c) hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; (d) furnished to others by the Disclosing Party without restriction on disclosure; or (e) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

7.4   Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall: (a) assert the confidential nature of the Confidential Information to the agency; (b) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (c) cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

7.5   Receiving Party shall immediately give notice to Disclosing Party of any unauthorized use or disclosure of Confidential Information, upon learning of the same. Upon termination of this Agreement, Receiving Party agrees to return or destroy all documents and property belonging to Disclosing Party, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to Disclosing Party's business, or in any way obtained by Receiving Party during the term of this Agreement. Receiving Party shall not retain any copies, notes, or abstracts of the foregoing.

8   LIMITATION OF LIABILITY

8.1   The Providers liability under this Agreement shall be expressly limited to direct damages and shall furthermore be limited, to an amount equal to the amount of Fees paid and/or owed by Customer to Provider for services and/or goods rendered/supplied under this Agreement during the 12 months immediately prior to the event or series of connected events giving rise to the Provider's liability.

8.2   Under no circumstances shall Provider be liable for special, incidental, indirect or consequential damages (including but not limited to loss of profits, revenues, etc.) incurred by Customer.

8.3   Said limitations of liability indicated in articles 8.1 and 8.2 shall not apply to *Provider*'s liability for
- personal injury or death.
- gross negligence, fraud or willful misconduct
- breach of its obligations of confidentiality or personal data protection
- infringement of intellectual property rights

9   OWNERSHIP

9.1   Deliverables. Provider agrees that only Deliverables as defined in this Agreement will be the sole and exclusive property of Customer. Subject to receipt of Customer's payment in full for the Services performed, Provider grants Customer a non-exclusive, perpetual, non-transferrable (except to Customer's Affiliates), non-assignable license for its authorized use of the Deliverables for its internal business purposes. Subject to the foregoing license, Provider shall retain all rights, title, and interest in and to Provider's Pre-Existing Materials and any derivatives thereof for any future use.. Provider Pre-Existing Materials shall be the sole and exclusive property of Provider. Customer Pre-Existing Materials shall be the sole and exclusive property of Customer. Provider understands and agrees that it has no right to use the Customer Owned Materials except as necessary to provide access to the Services for Customer. For any other Intellectual Property and all associated Property Rights related to the Cloud Services/ Application provided by Provider, the technology and know-how (whether or not patented) integrated in the Cloud Application and/or Services and all industrial and intellectual property rights relating to the Cloud Application are and will remain the exclusive property of Provider.

Customer is solely granted, where applicable, a non-exclusive, non-transferable right to use this Cloud Application the conditions of use are those defined within the said right to use (license).

10.   GENERAL TERMS

10.1   Modification of the Agreement. Parties may modify this Agreement at any time upon and after a written amendment signed by both Parties. Subject to the requirements of applicable law, any such modifications will become effective at the signature date of the amendment by both Parties. Neither Party does not have the right to unilaterally modify this Agreement.

10.2   Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required for the assignment of this Agreement by either Party to a wholly-owned subsidiary (to be referred to the Affiliates regarding the Customer) where such an assignee shall be of sufficient operational and financial standing to honor its commitments under the Agreement . In such event, the assigning Party shall provide prior written notice of such assignment to the other Party.

10.3   Survival. The provisions of Sections 7, 8, 9 and 10, shall survive any termination of this Agreement, as will such other terms that by their nature should survive the termination of this Agreement.

10.4   Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of France. Any legal action or proceeding arising out of, or connected or relating to this Agreement or any right or obligation created by this Agreement, irrespective of the legal theory or claims underlying any such dispute (including tort and statutory claims), shall be resolved exclusively by the courts of PARIS, France. Provider and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

10.5   Notices. Any notice or report required or permitted by this Agreement, except as otherwise set forth in this Agreement, shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number as set forth below or as subsequently modified by written notice. It shall also be valid for Parties to send any notice electronically (*e.g.,* by email or through the Services).

10.6   Severability; Waiver. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as close as possible to that under the provision rendered unenforceable. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (a) such provision shall be excluded from this Agreement; (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of the Agreement shall be enforceable in accordance with its terms. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

10.7   Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the Parties hereto.

10.8   Force Majeure. Except for Customer's obligation to pay for services already performed by *Provider*, if either Party is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reasons of fire, flood, storm, earthquake, strike, lockout or other labor trouble, riot, war, rebellion, communications or utility failures, accident, pandemic or other acts of God, then upon written notice to the other Party, the requirements of this Agreement and the execution of the prevented Party's contractual obligations, or the affected provisions hereof to the extent affected, shall be suspended during the period of such disability.

10.9   Undisclosed Interests. Each Party represents and warrants that it has no financial, business property or personal interest(s) with the other Party which would adversely affect its ability to exercise its professional judgment on behalf of, and in the best interest of, such Party. Each Party further represents and warrants that it has not paid a fee nor given any compensation to an employee of the other Party or any third party, in order to secure the award of this Agreement.

10.10   Laws. *Provider* and Customer shall comply with all applicable laws and regulations of France.

10.11   Customer Requirements. *Provider* will ensure that its employees, agents, or designees, when in or upon Customer's premises, shall obey all reasonable ethics and business conduct rules set forth by Provider, and workplace health, safety and security rules and regulations established and communicated by Customer regarding the conduct of its own employees.

10.12   Marketing Rights. *Provider* shall not (a) use Customer's name and logo on *Provider*'s website and customer list and to issue a press release announcing *Provider*'s selection by the Licensee; (b) seek Customer's participation in additional marketing activities and engagements from time to time. Examples of such activities and engagements include reference calls from prospects, media interviews, video testimonials, case studies, webinars, analyst surveys and presentations. The present article applies Mutatis Mutandis to the Customer.

10.13   Entire Agreement; Amendment. These Terms and Conditions, along with the signature page, including any exhibits referred to herein and attached hereto, and any Proposals or SOWs executed in accordance with this Agreement, constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior agreements, whether written or oral, with respect to such subject matter. No modification, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the Party against which such modification, waiver or discharge is sought to be enforced.

10.15   Liquidated damages. If Provider delivers late in breach of an accepted binding deadline for a reason exclusively attributable to Provider, it shall be liable to pay liquidated damages for each week late after the end of one week's grace period of 0,5% (zero point five per cent) of the Setup Solution price for the concerned Site delivered late, it is agreed that the said liquidated damages are capped at 10% (ten per cent) of the amount of the Setup Solution price of the concerned Site in all cases. Such liquidated damages constitute the sole and only remedy for delay.

10.16 Export Control (a)   The Output Deliverables provided by Provider under the Agreement and any applicable Statement(s) of Work contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the supply, assignment and/or usage of the products, Software, Services, information, other Deliverables and/or the embedded technologies (hereinafter referred to as "Output Deliverables") under the Agreement and relevant Order t and any applicable Statement(s) of Work shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

(b)   Unless applicable export license/s has been obtained from the relevant authority and the Provider has approved, the Output Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Output

Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

(c)   If any necessary or advisable licenses, authorisations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorisations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Provider from fulfilling any order, or would in Provider's judgment otherwise expose Provider to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the Order, Provider shall be excused from all obligations under such Order and/or the Agreement and any applicable Statement(s) of Work.

10.18 Customer's Cybersecurity obligations

Customer's obligations for its own systems: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards as determined by Customer to be necessary or required for Customer's Systems or in Customer's industry to protect against Cyber Threats, its own computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or which it uses with the Solution.

Customer is advised to have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program.

Customer understands that failing to promptly and properly install updates or patches for the Solution may result in the Solution or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and the Provider shall not be liable or responsible for any losses or damages that may result therefrom.

Cyber Threat: means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, including through malware, hacking, or similar attacks.

10.19 Additional Services and changes in the supply

 The Customer can make a written request to the Provider to make changes to the Services that was initially described in the Agreement and/or relevant Order,

The Provider shall inform the Customer, as quickly as possible and at least fifteen (15) days from the Customer's request, of the feasibility, of any new implementation timeframes and/or new delivery or receipt date, any changes in the price(s) in comparison to the price(s) of the Services initially stipulated in the Agreement and, more generally, any other repercussions on the Agreement resulting from these changes. The Provider shall only carry out the relevant change after amendment of the Agreement is signed or, at the very least, after receiving prior written agreement from the Customer on the quote, new timeframes/dates and any changes in price.

10.20 Counterparts; Digital signature.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a digital signature may substitute for and have the same legal effect as the original signature.

EXHIBIT B
ROLL-OUT PLAN AND WORKING SCHEDULE

1. ROLL-OUT PLAN

IES and CES divisions have defined a list of sites to connect to Resource Advisor platform. This list can evolve over time. At the beginning of each year, the Parties should meet to define the roll-out plan of the year to come that could eventually be updated once during the year. Whenever possible and in agreement with Plastic Omnium, site kick-off can be grouped to be more efficient and facilitate project deployment.
The installation timing shall be defined by the Parties for the relevant site upon meeting of the Parties.

List of CES targeted sites:

REGION	PLANT /TC CODE	LOCATION	Target Installation timing
NAO	FFX	FAIRFAX	2023
NAO	SMY	SMYRNA	2023
NAO	RAM	RAMOS	2023
NAO	SIL	LEON	2023
NAO	PUE	PUEBLA	2023
SAO	SOR	SOROCABA	2022
SAO	CUR	CURITIBA	2023
SAO	BUE	BUENOS AIRES	oct 2023
ASIA	DEL	DELHI	2023
ASIA	KIT	KITAKYUSHU	2023
ASIA	Omegatech TC	WUHAN	2023
EUROPE	VIM	VIGO METAL	2023

List of IES targeted sites:

REGION	PLANT /TC CODE	LOCATION	Target Installation timing
EUROPE	FR99	FONTAINE	2023
EUROPE	Pl37	GLIWICE	2023
NAO	US87	ANDERSON	2023
EUROPE	GB16	MEASHAM	2023
NAO	MX40	PUEBLA	2023

EUROPE	ES43	VALENCIA	2023
EUROPE	FR45	ANDANCE	2023
EUROPE	SK11	LOZORNO	2023
EUROPE	DE54	REINSDORF	2023
EUROPE	DE55	STERBFRITZ	2023
EUROPE	ES46	TUDELA	2023
NAO	US83	GREER	2023
EUROPE	ES41	BARCELONA	2023
EUROPE	MR01	KENITRA	2023
NAO	MX50	RAMOS	2023
NAO	MX70	SAN LUIS POTOSI	2023
NAO	MX30	SILAO	2023
EUROPE	PL35	TULIPAN	2023
EUROPE	GB20	WARRINGTON	2023
EUROPE	ES34	AREVALO	2024
EUROPE	DE51	ESSEN	2024
EUROPE	FR06	GUICHEN	2024
EUROPE	FR01	LANGRES	2024
EUROPE	DE52	PAPPENHEIM	2024
EUROPE	FR02	VERNON	2024
ASIA	IN70	BHAMBOLI	2024
NAO	US82	CHATTANOOGA	2024
NAO		DUNCAN	2024
EUROPE	GB18	EDISON ROAD	2024
EUROPE	SK14	HLOHOVEC	2024
NAO	AT70	PILAR	2024
EUROPE		SIGMATECH	2024
NAO	BR20	TAUBATE	2024
EUROPE	BE57	BRUSSELS	2024
EUROPE	FR08	AMIENS	2025
EUROPE	FR44	FLERS	2025
EUROPE	ES38	REDONDELA	2025
EUROPE	FR10	RUITZ	2025
EUROPE	DE56	WEISSENBURG	2025
ASIA		BURSA	2025

2. WORKING SCHEDULE

These are the main steps to connect the sites to Resource Advisor:

Step 1: Site readiness assessment
The Customer shall validate the technical perimeter per site to determine whether a site is ready to be connected to Resource Advisor or not:
- Select the list of Key Performance Indicators (KPI) and key energy consumers to monitor from the Customer KPI list defined by IES and CES divisions,
- Analyze the gap: for each selected KPI, check which data are needed (energy & non energy) and whether these data exist or not; similarly for key energy consumers, check whether data exist or not,
- Check the connectivity: for each data, ensure the data streams are computed in the Customer systems and can be sent to Schneider.

This pre-assessment is shared with the Provider, and the Customer gives agreement that the data which can be pushed to the Provider's servers are sufficient to launch a project. Only already existing meters will be considered in the technical perimeter.

Step 2: Resource Advisor set-up
At reception of the Purchase Orders and provided the conditions above are met, Schneider Electric will nominate a Project Manager and contact the Customer to schedule the Project kick-off. The Customer shall in return nominate a Project Manager for the entire duration of the project.

The typical schedule of this step is defined as followed per site:

SCHEDULE	ACTIVITIES – SCHNEIDER ELECTRIC	SITE CONTRIBUTION – PLASTIC OMNIUM
Launch $T0$	- kick-off meeting with the site (remote) aiming at defining the project planning and preparing the workshop	- Participation to the meeting (Project Manager, Energy Manager, others)
Scoping $T1 = T0 + 2$ to 3 weeks	Scoping session to: - Validate the KPIs and datastreams (virtual and physical meters) to ensure it creates value to the site - Validate the end-user interface (dashboards, widgets, alerts) - Review data files sending protocol - Define the meter hierarchy (as it will appear in Resource Advisor) - Validate users The scoping session is led by the Provider.	- Participation to the scoping session (Project Manager and/or Energy Manager, IT Manager if needed) - Preparation of the KPIs with formulas, the metering plan (list of physical and virtual meters), the alerts needed, the project file (meters naming in the csv files and position of the meters in Resource Advisor hierarchy tree), the user list
Connectivity $T2 = T1 + 2$ weeks	- data files sending from Client's server to Provider's server - Energy and production data integration check	- Setting the parameters of data sending to the sftp server of the Provider - Verification of data values (for meters which are not recorded on a daily basis by the Client, a manual reading should be done during a few days to have a reference)
Set-up $T3 = T2 + 4$ weeks	- Resource Advisor set-up, user creation, module set-up	- Sending of the files required to set up the platform: hierarchy file, dashboard with formulas

13

		-	with ID of the meters for virtual meters and KPIs, widgets, alert definition, user profiles
Testing T4 = T3 + 2 weeks	- Date sanity checka test protocol if needed	-	Verification of the data from the meters and the values of the KPIs. If only monthly data are available in the site reporting system, then daily data of the meters shall be recorded a few weeks before (to be defined during the scoping session)
Training T5 = T4 + 2 weeks	- Platform delivery and remote user training.	-	Participation to the training (all users)
Project end		-	Acceptance of the project

Hereafter is the table to be filled by the Client for the scoping session:

Site	sub-level 1	sub-level 2	sub-level 3	Meter ID	Formula if virtual	Source	Commodity	Unit of measure	Alert	Meter type
Site name	*L1-Site*	*KPI*	*Elec site*		*= Elec_General / P1 - number batches*	*virtual*	*Electricity*	*kWh*	*yes*	*Cumul.*

The proposed planning as shown above is subject to changes and shall be discussed with the Client's sites. Revised planning will be confirmed during kick-off meeting. If Schneider Electric is delayed at any time in progress of the Works by any causes which are beyond the control of Schneider Electric, then the parties will agree to update the schedule consequently. Schneider Electric may request a change order to the Customer if it appears during the projects that the schedule has to be lengthened and/or the scope of work has to be modified for reasons attributable to the sites (eg, the Customer cannot transfer data files to the Provider as defined in Exhibit E, the Provider cannot set up indicators and/or widgets due to missing expected datastreams, etc.).

Step 3: Run mode
The services described in the Service Level Agreement section apply here (see Exhibit C).

EXHIBIT C
SERVICE LEVEL AGREEMENT

To ensure the best user experience for the Client, the Provider offers the following services in run mode:
- A Client management service
- A software subscription service
- A ticketing service

1. CLIENT MANAGEMENT SERVICE

The Provider shall appoint a Client Manager who will be in charge of:
- managing requests, the software subscription service and the platform development needs via a ticketing service (see below),
- following up the proper use of Resource Advisor,
- proposing solutions to the Client's needs whenever relevant such as additional trainings, remote energy consumption analysis & recommendations, action plan building, etc.

The default language of the Client Manager is English.

The Client shall appoint a global or Division's Program Leader who will be in charge of:
- being the priviledged interlocutor of the Client Manager,
- ensuring that the sites issue their Purchase Order / invoices as agreed,
- centralizing the users requests.

Regular follow-up meetings between the Program Leader(s) and the Client Manager will be scheduled at a frequency to be defined between the Client and the Provider and adapted over time to the needs and number of sites connected.

2. SOFTWARE SUBSCRIPTION SERVICE

This service aims at guaranteeing a permanent access to the relevant modules of Resource Advisor for the authorized users.

Provider shall provide appropriate access addressing and an active link between the Internet and Provider's Web Server of a quality usual and customary in the industry for similar use. Provider shall use its best efforts to ensure that its Web Server(s) and the Software Subscription Services are available to Customer's Authorized Users at all times. Without limiting the generality of the foregoing, Provider shall ensure that the Web Server and Software Subscription Services are available 99.5% of the time as described herein.

If the Software Subscription Service availability falls below 99.5% for three (3) consecutive Reporting Periods, Customer shall have the right to terminate the Agreement or the affected Product Schedule in conjunction with the Termination section of the Agreement and such right must be exercised within forty-five (45) calendar days of the end of such three (3) consecutive Reporting Periods or Customer shall be deemed to have waived its termination right with respect to that particular three (3) consecutive Reporting Periods.

Calculation of Software Subscription Service Availability:

$$\frac{\text{Total Hours - Unscheduled Maint.- Severity 1 Issues - Excluded (see 1.2)}}{\text{Total Hours - Excluded}} = \text{Software Subscription Service availability (\%)}$$

15

"Excluded" means the following: (i) Force Majeure; (ii) Scheduled Maintenance; (iii) any problems resulting from Customer combining or merging the Software Subscription Service with any hardware or software not supplied by Provider or not identified by Provider in writing as compatible with the Software Subscription Service; (iv) interruptions or delays in providing the Software Subscription Service resulting from telecommunication or Internet service provider failures outside of Provider's data center; (v) any interruption or unavailability resulting from Customer's Use of the Software Subscription Service in an unauthorized or unlawful manner; and (vi) any problems resulting from Customer's or any third party's acts, errors or omissions or any system not provided by Provider.

Provider will provide bandwidth sufficient for Customer's intended use, access and benefit of the Software Subscription Services provided hereunder and in applicable Product Schedules.

Upon notification by Customer of an Error in connection with Software Subscription Services, Provider will respond according to the prioritization set forth herein.

1. If response times are not met on Severity 1 and Severity 2 as defined in this Exhibit, and shows a pattern of failure to meet the Service Level Agreement, then Customer can terminate this Agreement, , or both in conjunction with the Term and Termination section of the Agreement.
2. Customer and Provider agree to work together to resolve issues related to meeting response times.
3. Customer will provide reasonable availability of customer representative(s) when resolving a service related incident or request.

Notification.

Provider will give forty-eight (48) hours notice for scheduled downtime to Customer.

Scheduled Maintenance

- There will be a weekly scheduled maintenance period every Sunday between 12:00AM EST to 6:00AM EST to perform system maintenance, backup, and upgrade functions for the Software Subscription Service. In most cases weekly scheduled maintenance activities do not require the Software Subscription Service to be offline. Provider will make commercially reasonable efforts to minimize any Software Subscription Service disruption during the weekly scheduled maintenance period.
- If scheduled maintenance is required outside of the weekly scheduled maintenance period described above, such as for major Software Subscription Service Upgrades, Provider will notify Customer at least forty-eight (48) hours in advance of the scheduled maintenance if downtime is expected. Details of the expected Software Subscription Service disruption associated with the scheduled maintenance will be outlined in the notification.

Unscheduled Maintenance

- Unscheduled maintenance refers to emergency service procedures required to maintain the availability of the Software Subscription Service or that requires interruption to the Software Subscription Service to complete. All scheduled and unscheduled maintenance notifications will be logged and communicated via email to Customer.
- Provider will inform Customer of any attempt to undermine the security or integrity of the system or network, attempts to disrupt Provider's Software Subscription Services, or attempts to gain unauthorized access.
- In both case above, the client manager shall inform the Customer single point of contact within 48 hours.

Issue Severity and Response Times.

Upon notification by Customer of an Error in association with Software Subscription Services, Provider will respond with the level of effort commensurate with the severity of the Error.

Customer agrees to report issues promptly and collaborate with Provider to assign the severity level.

Software Subscription Service Support Response Times for Severity Levels

- Severity 1: means Software Subscription Service outage or down, severe business impact.
- Severity 2: means critical component of the Software Subscription Service is unavailable.
- Severity 3: means general question and Software Subscription Service support. All Provider production systems and networks are working correctly. Problems encountered are on Customer's end or are user education related.

Severity	Response	Resolution	Contact
Severity 1	Within 1 hour, 24/7	Within 8 hours, 24/7	Business Hours: Client Manager

			After Hours:
Severity 2	Within 1 business day	Within 48 hours, 24/7	Client Manager
Severity 3	Within 2 business days	Within 5 business days	Client Manager

The Response and Resolution times are measured from when Customer notifies Provider Software Subscription Service support, either by telephone or email, about a performance problem with the Software Subscription Service.

3.   TICKETING SERVICE

To ease the Customer's day-to-day use of the platform, the Provider will provide a specific support process based on a ticketing system. A ticket is a unit needed to perform new developments or modifications by Schneider on Resource Advisor platform, or to support the end-user in case of specific queries.

The support process is hold via a dedicated support platform or an email, and is described below:
First, the Customer contact point for the zone describes its request:

a. The request corresponds to a standardized service listed on the table below:
- Schneider Client Manager acknowledges the reception of the Customer's request;
- If there are enough tickets left: the Client Manager handles the request and the corresponding amount of tickets is deducted;
- If not, the Customer is informed by the Client Manager, and sends a proposal for the acquisition of new tickets.

b. The request does not correspond to a standardized service listed on the table below
- The Client Manager acknowledges the reception of the request and communicates the amount of tickets needed and the expected time to completion;
- After Customer's formal acceptation, if there are enough tickets left, the Client Manager handles the Customer's request and the corresponding amount of ticket is deducted;
- If not, the Customer is informed by the Provider, and sends a proposal for the acquisition of new tickets.

The Provider will communicate yearly the amount of available tickets on the Customer's account.

Here is the list of standard actions:

SERVICE DESCRIPTION	CUSTOMER RESPONSIBILITIES	UNIT	NUMBER OF TICKETS
Site name or division modification	Old and new site and/or division name	Site	1
Updating site metrics	Metrics name and value	Package including 5 data points	1
New meter creation and/or removal of existing meters[1]	Specify meter ID / localization in hierarchy tree	Package including 5 data points	1
User Management (Modification)	Last name, first name, role in Resource Advisor, geographical scope, email address	User	1
User Management (Creation)	Last name, first name, Login, role in Resource Advisor, geographical scope, email address	User	1
Creating or modifying a simple indicator - Displaying existing indicator (s) in a graph	Formula, type of chart wanted, dashboard name where the chart should be added	Site sub-location	1
Creation or modification of a complex indicator (other), eg model, advanced	Specification of the desired indicator (formula or visualization), the name of the indicator to	Site sub-location	To be quoted upon demand

visualization, virtual meter with more than 5 components (except basic aggregations)	be modified, the type of chart wanted, the name of the dashboard where the indicator is added		
Data gap filling, data provided by the client	Provide the data in excel format or csv format, using same meter id than in Resource Advisor and specifying localization on the hierarchy tree.		To be quoted upon demand
Data Backup (for additional Back up)	Provide in our support platform: list and period of data to backup		To be quoted upon demand
Normal user training	Provide training on Resource Advisor main functionalities (remote only, 2 hours)	Up to 3 users per training	2
Advanced training	Provide specific training on Super Users, baselines creation, or other trainings		To be quoted upon demand

[1] A change in the number of meters may impact the licensing costs.

Any other requests which are not explicitly in the table above will be quoted by the Client Manager upon Customer demand. These requests could be among others:

- creation of site-level baselines,
- expert-level training,
- integration of site historical data,
- specific site-level dashboard creation,
- change management support,
- remote data analyses by Provider's Energy Experts.

The ticketing service starts once the user codes sent by the Provider to Plastic Omnium site.

EXHIBIT D
PRICING AND PAYMENT TERMS

1. **PRICING**

Software and Services

This service is split in 2 parts:
  a. A Project Cost for the installation of Resource Advisor per site
  b. Annual Costs in run mode.

  a. **Installation of Resource Advisor**

The Project Cost covers the following services:
  • Remote scoping session and technical scope validation
  • Platform set-up, test and commissioning,
  • End-user interface configuration,
  • Remote User training,
  • Project Management.

At the delivery of this service, Resource Advisor is ready to run properly for the site: the data are automatically populated into Resource Advisor and the site users have access to Resource Advisor with the agreed technical scope – tags, KPI, dashboards, etc. – in place.

CES sites
This service amounts **4 900 EUR** without tax up to 50 points, and **6 100 EUR** from 51 to 100 points (specific quotation above 100 points needed). It comprises:
  • Up to 2 sources of data pushing CSV files to Resource Advisor FTPs with standard Resource Advisor format (example: Schneider dataloggers, BMS, SCADA…),
  • Up to 8 calculated measurements (example: boiler efficiency KPI, calculation of virtual meters, etc.),
  • 1 dashboard with 4 to 6 widgets,
  • No specific development (example: Sankey diagram).

IES sites
This service amounts **5 700 EUR** without tax up to 50 points to create into Resource Advisor, and **6 900 EUR** from 51 to 100 points (specific quotation above 100 points needed). It comprises:
  • Up to 2 sources of data pushing CSV files to Resource Advisor FTPs with standard Resource Advisor format,
  • Up to 12 calculated measurements,
  • Up to 2 dashboards with 4 to 6 widgets each,
  • Up to 2 alerts parametered
  • Sankey diagram.
  • No other specific development.

A dashboard is a page into Resource Advisor gathering several widgets.
A widget is a visualization of the data (table, bar/pie chart, etc.).

  b. **Run mode**

19

The Annual Costs cover the following services:

- License costs, which account for the running, hosting of physical points and maintenance of Resource Advisor,
- Client Management,
- Additional services through ticketing (technical developments & modifications, , additional trainings, etc.).

The price of the services is given per year:

- License costs: **30 EUR** without tax per physical data point. The license cost varies upon the number of points managed into Resource Advisor. The invoicing of Annual Costs will consider the number of points effectively managed.
- Each site must have a minimum amount of 5 tickets amounting **750 EUR** at the beginning of each year to ensure client management services.

Example: a CES site with 30 points to connect and process into Resource Advisor will be charged:

Year 1: 6 550 EUR including

- *Implementation: 4 900 EUR*
- *Running: 1 650 EUR (30€ per sensor + 5 tickets: 750€)*

Year 2:

- *Running: 1 650€*

2. CONDITIONS AND TERMS OF PAYMENT

The following conditions apply:

- Exclusions: The prices are excluded from VAT and do not include hardware supply, installation or commissioning.
- All services are delivered remotely,
- Orders for software and services will be sent to SCHNEIDER ELECTRIC FRANCE. All Client payments will be made in euros by bank transfer within 45 days end of month days from the date of the corresponding invoice issued by SCHNEIDER ELECTRIC FRANCE.
- Extraordinary travel expenses. The customer will reimburse the Provider for any travel expenses that may be incurred and are not specifically included in this offer, if they are justified and reasonable. Customer shall reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider, provided that such expenses conform to its travel and out-of-pocket expenses as may be modified by Customer upon reasonable notice to Service Provider or are otherwise pre-approved by Customer in writing. Such travel and out-of-pocket expenses shall not include Service Provider's overhead costs (or allocations thereof), general and/or administrative expenses or other mark-ups, and shall be calculated at Service Provider's actual incremental expense and shall be net of all rebates and allowances. Such travel expenses will be limited to transportation, accommodation and allowances. Displacements due to inadequate planning and execution of the agreed timetable shall be considered extraordinary, and an event must be cancelled for time delay. Extraordinary travel expenses must be pre-approved by the Customer in writing before each event and the Provider will provide copies of all actual travel receipts with each invoice.
- Delay in payment. In the event of payments not received from Customer by the due date, any sum due to Service Provider will bear automatic late payment interest, starting on the day after the payment period's expiry date at three (3) times the rate of the statutory interest for commercial transactions. In addition, pursuant to Articles L. 441-10 and D. 441-5 of the French commercial Code, Customer shall pay a fixed allowance of forty (40) euros for recovery costs per invoice.
- The prices will be updated at the renewal of the Agreement.
- The Annual Costs are due considering a minimal 3-year subscription.

Purchase order process and billing conditions

New sites entering the program (first year):

- Plastic Omnium shall request a technical and financial proposal to the Provider for a new site entering into the program.
- The Provider shall in return send a technical and financial proposal to the site based on the Proposal template of Exhibit F. This proposal includes a project cost and an annual cost for the first year in proportion to the expected time use over the year starting at user code sending.
- The site shall then send a purchase order to SCHNEIDER ELECTRIC FRANCE.
- The purchase order will be invoiced as follows: 100% of the project & annual cost is due at the date of the Resource Advisor commissioning and in proportion from the commissioning to the end of the calendar year. The acceptance document submitted by Schneider and reviewed by Plastic Omnium will serve as the official confirmation of the resource advisor commissioning date. If Plastic Omnium does not provide any feedback within ten (10) working days, the document will be considered as approved.

Renewal of annual costs:

- The renewal of the annual costs is centralized.
- Plastic Omnium and the Provider will meet at the end of each year to validate the amount of annual costs for the year to come (including tickets with a minimum of 5 per site engaged).
- The Provider will send an offer covering all sites engaged for 1 calendar year (January 1st to December 31st) to a corporate entity of Plastic Omnium which will send a purchase order to SCHNEIDER ELECTRIC FRANCE in return before February 1st.
- This purchase order will be invoiced at its reception by the Provider.
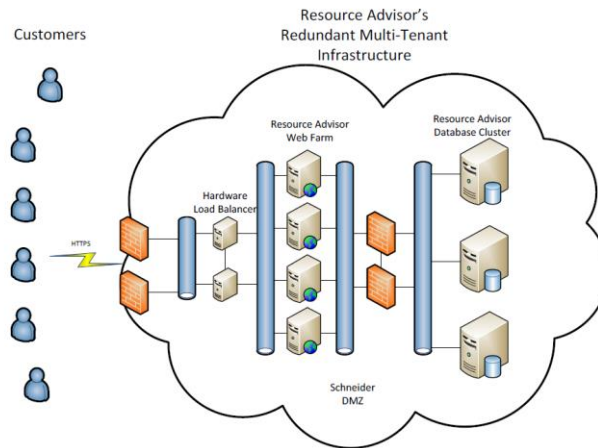
EXHIBIT E
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1. TECHNICAL REQUIREMENTS

a. System

The proposed System, Resource Advisor, is a Software as a Service (SaaS) cloud platform which utilizes Microsoft technologies at the operating system, database and development layers. The following schema presents the main principles of Resource Advisor infrastructure:

Resource Advisor is a cloud-based solution with no dedicated hardware required on site for hosting purposes.

Resource Advisor is hosted in several environments for development, QA, staging and production. Formal releases of even the smallest changes go through stage gates of development, review, unit testing and integration testing as they get promoted to the environments prior to final release to production.

Upgrades are done periodically to the system and users usually given a notice of two weeks. Regular releases and updates are implemented on a monthly and quarterly basis.
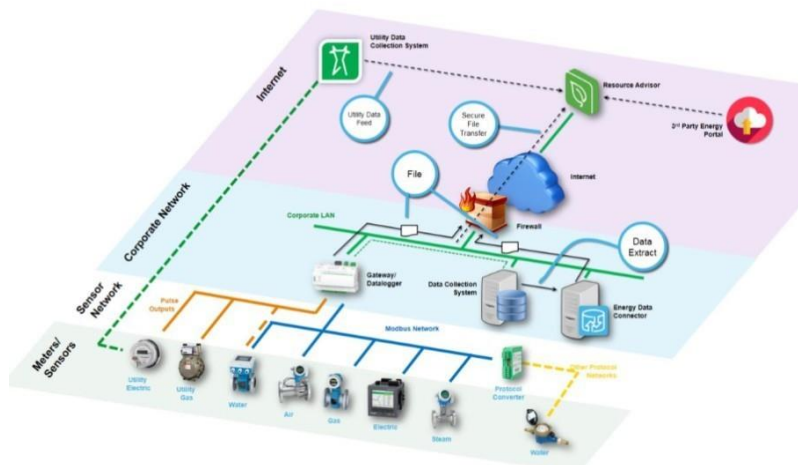
This schema presents the general end to end data integration on Resource Advisor. The data are usually integrated via an Energy Data Connector, that is installed remotely and collect the data from the Customer devices for the corresponding data points. The collection of other data is made through the sending of a CSV or XLS file.

22

As far as SSO capability is concerned, Schneider Electric utilizes an Identity Federation Server for providing Single Sign On integration with Resource Advisor. Standard WS-Federation protocol authenticated with SAML tokens is utilized to establish the client's credentials (usernames, contact details and security role). The Schneider Electric technology team will work with the client's IT team to integrate Resource Advisor with the specific single sign-on implementation. The client has the ability to segregate users into different roles within Resource Advisor.

The path to integrate with Resource Advisor depends on the nature of authentication infrastructure you have on your side and how you want user information to be setup in Resource Advisor. Type of authentication infrastructure on your side could be:

1. WS-Federation compliant federation server
2. Non WS-Federation compliant federation server or no federation server

Although SSO allows users to login once on your side and access Resource Advisor without logging in again, Resource Advisor depends on its own user repository for all its functionality. Therefore, users need to be created in RA user database as well. This can happen in one of the following two ways:

1. Inline user creation
2. Out of band user creation

b. **Data collection**

Schneider Electric shall not be held responsible for the data collection. Each site has the responsibility to develop their own system application for the data collection and sending to Resource Advisor ftp file. The Customer is held responsible of the site layer for data collection and transfer using a secure channel (SFTP or HTTPS).

Resource Advisor can accept data hourly, daily, monthly as well as quarterly and annually. However, it can also report at the 10-minute interval data level.

Schneider Electric workforce directly in charge of Resource Advisor implementation shall not be involved before the full development of the data collection and sending application by the Customer.

Example of expected data file:

    tag_name,timestamp,value
    VE01_UEL_FT172_212_E_kWh,2020-04-20T13:00:00Z,85753.7
    VE01_UEL_FT172_212_ER_kVARh,2020-04-20T13:00:00Z,4000.42
    VE01_UEL_FT172_266_E_kWh,2020-04-20T13:00:00Z,61306.6

Besides, the file shall respect the following:

- 1 line per data point (Modbus register excluded)
- Consistent timestamp
- Timestamp in UTC format according to ISO-8601 (UTC) standards
- Sending via SFTP or HTTPS

If data is needed to be extracted from a third-party system and sent to Schneider Electric, a common file format is essential to allow data to be easily exchanged between systems using a generic CSV format. This document describes how to name and structure this file.

File Name

CSV file naming convention

In general, the file name is not critical, however it is important that the file be named in line with the agreed standard naming convention, in order to minimize ambiguity of the data source as well as differentiate the file from others being sent.

Filenames should:

- Be in ASCII format
- Contain no spaces – underscore is a good separator
- Avoid special characters such as ~ ! @ # $ % ^ & * ( ) ` ; < > ? , [ ] { } ' " |
- Be as short as possible (recommended less than 50 characters including the extension (.csv))

A simple naming convention which ensures this unique name is to follow the convention:
<Provider>_<Source>_<Timestamp>.csv

Where:

- Provider: The location identifier of the utility or system providing the data. This should include the site name to ensure uniqueness like
  e.g SchneiderElectric.NA.CA.Victoria

- Source: A unique name for the source system or meters type, across all sites
  e.g SchneiderElectric.NA.CA.Victoria_BMS_XYZ

- Timestamp: The date/time that the file was extracted or exported, in YYMMDDhhmmssZ format. Timestamp is required to be in UTC (as it is unambiguous).

Examples of CSV file name:

(1) For example, when utility "BMS_XYZ" is providing data for meter ID 123456 might name a series of hourly files as:

   SCHNEIDERELECTRIC.NA.CA.VICTORIA_BMS_XYZ .123456_20150515000000Z.csv
   SCHNEIDERELECTRIC.NA.CA.VICTORIA_BMS_XYZ .123456_20150515010000Z.csv
   SCHNEIDERELECTRIC.NA.CA.VICTORIA_BMS_XYZ .123456_20150515020000Z.csv

   …

(2) For example, when data is being collected from multiple meters into BMS_XYZ (data concentrator or Historian where all meters are consolidated into one file) might name a series of hourly or daily files such as:

   SCHNEIDERELECTRIC.NA.CA.VICTORIA_BMS_XYZ _20150515000000.csv

Content of the CSV file.

Data structure: Source/Quantity/Timestamp/Value

Interval data generally has four key parameters that are required, which we sometimes refer to as the "SQTV" (source-quantity-timestamp-value) structure:

- Source: Where in your system the data originates. This is usually a descriptive name which include customer and location information (site ID or name) and meter ID or meter name.

  o A descriptive name like SchneiderElectric.NA.CA.Victoria_Electrical_Main_01
  o A meterID name like *CA986_B_650028934*

- Quantity: The engineering Unit of Measure (UOM) & commodity of the data. E.g. kWh, Gas_m3, etc.

- Timestamp: The time at which the data was recorded. Typically, in energy data, this is the "interval ending" timestamp: for example, if 15-minute interval data for kWh is recorded at 2:45pm, the data represents the energy consumption between 2:30pm and 2:45pm.

- Value: The actual numeric amount of the unit being recorded.

The simplest CSV format would therefore include the header row and these 4 columns of data.
Header row should be as follow: Source,Quantity,Timestamp,Value

File content specifics

1. Data content is a sequence of ASCII text lines terminated with ASCII Carriage Return and Line Feed characters.
2. Each line is a complete record.
3. Each record consists of a series of variable length fields; each delimited with the ASCII Comma character.
4. Field text that contains the ASCII Comma character is enclosed between ASCII Quotation marks at the field boundaries.
5. No single field shall exceed a total length of 64 characters including any delimiting characters. This limit is imposed to simplify and clarify implementation issues.
6. Field contents are packed. Leading and trailing white space is removed when records are sent and ignored when received. If leading or trailing white space itself is significant, the field must be enclosed between ASCII Quotation marks at the field boundaries.
7. The only field that may be left empty is the Value field.
8. Each file begins with a header, to facilitate identification and interpretation of the fields in the file.
9. The Value field is encoded as ASCII text. Two kinds of numeric values are provided: Integer and Floating-Point. Integer values are encoded in decimal with optional leading Plus (+) or Minus (-). Floating-Point values may be encoded as simple integers, with trailing decimal point and one or more decimal digits, or scientific notation of the form. For example: [+][-]9.9 where "[+][-]" means an optional plus or minus sign, "9" means one or more decimal

digits. The decimal separator must be an ASCII Period. Numeric fields may not exceed 16 characters in length. Neither Integer nor Floating Point Numbers can contain any punctuation other than the decimal separator which must be an ASCII Period (.). Thousands separators such as a comma or space are not allowed.

10. The Timestamp field is encoded as ASCII text, following the ISO-8601 extended format.
11. The Source field contains free-form text such as the meter name or identifier.
12. The Quantity field follows a common standard.
13. Data quality is the responsibility of the originating data source or system, and it is expected that the data be correct upon delivery

The meter naming convention is as follows:
<SiteName or ID>_<Metername or ID>_<Quantity>

1.1. Source naming examples within the file content:

Schneider-Electric, Victoria, Canada
(SiteID CA986)

Bertram Building (Building B)

(meter names)
ELEC_MAIN1 (ID1)
ELEC_MAIN2 (ID2)
GAS_MAIN1 (ID3)
ELEC_LIGHT1 (ID4)
ELEC_HVAC1 (ID5)

Meter ID and Meter name examples

CA986_B_1_KWH
CA986_B_2_KWH
CA986_B_3_GJ
CA986_B_4_KWH
CA986_B_5_KWH
Or
SCHNEIDERELECTRIC.NA.CA.VICTORIA_PME1_ELEC_MAIN1_KWH
SCHNEIDERELECTRIC.NA.CA.VICTORIA_PME1_ELEC-MAIN2_KWH
SCHNEIDERELECTRIC.NA.CA.VICTORIA_PME1_GAS_MAIN1_GJ
SCHNEIDERELECTRIC.NA.CA.VICTORIA_PME1_ELEC_LIGHT1_KWH
SCHNEIDERELECTRIC.NA.CA.VICTORIA_PME1_ELEC_HVAC1_KWH

'Quantity' - Units of Measure and commodities

For a given data source, Schneider Electric will "map" source quantities to an internal representation of units of measure. In order to simplify the data transfer process, it is ideal if the source system uses simple unit representations that can be easily parsed, and that are consistent across multiple sources.

Cumulative quantities are preferred, however in some circumstances interval values can be accepted.

Cumulative values should always increase and should not decrease from one record to the next. The values should <u>not</u> be reset on a time based interval and should consistently increase from one period to the next until the maximum allowable value before rolling over to zero (for example a 32bit Modbus register has a maximum value of 4 294 967 295 before rolling over to zero). The rollover values should be communicated to the project manager so that they can be correctly accounted for in the software. If the cumulative values are reset on a time based interval (e.g daily) then interval values should be used.

Instantaneous and flow values are not acceptable (e.g. kW, m³/s, kg/s).

- Flow values will need to be integrated and the cumulative values recorded.
- Instantaneous values need to be averaged over the demand period (default 15 min)

The Time Interval is defined by the local utility and is often 10, 15, 30 or 60 minutes and are aligned with hour. The Interval value is the delta between the cumulative value at interval start and interval end.

An example of cumulative vs interval values for electrical energy are shown below.

Example of Cumulative vs Interval values
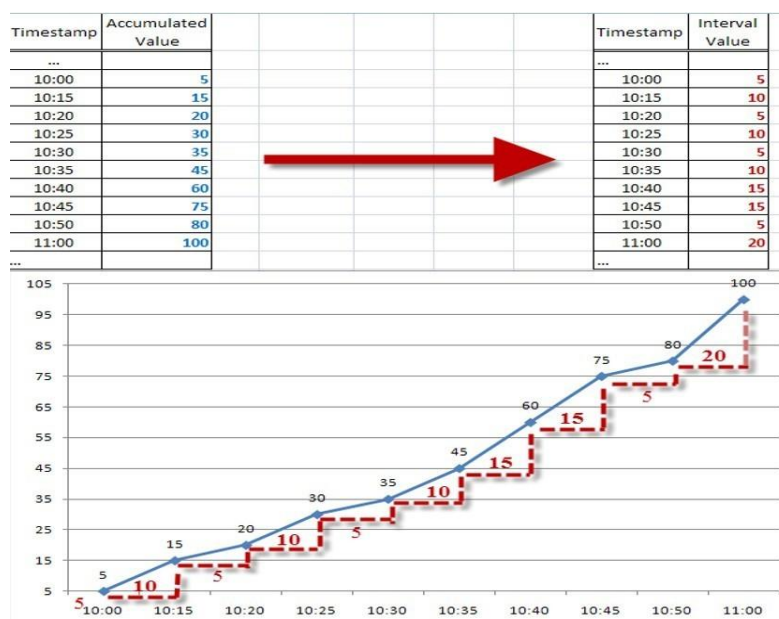
A non-exhaustive list of quantity names are shown below. Units are case-sensitive and in general, spaces and superscript numbers are avoided.

Example Quantities (Units of Measure)

Commodity	Preferred Unit of measure (cumulative)	Alternate unit of measure (Cumulative)	Alternate unit of measure (Interval)
Water	Water_m3		Water_m3_Int
Water (for Cooling)	Water_Cooling_kWh	Water_Cooling_GJ	Water_Cooling_kWh_Int
Water (for Heating)	Water_Heating_kWh	Water_Heating_GJ	Water_Heating_kWh_Int
Air	Air_Nm3 [*]	Air_m3	Air_Nm3_Int [*]
			Air_Pressure_Bar
Gas	Gas_Nm3 [*]	Gas_m3	Gas_Nm3_Int [*]
Electricity	kWh	Wh	kWh_Int
Steam	Steam_GJ	Steam_kWh Steam_kg Steam_Cond_m3	Steam_GJ_Int Steam_kWh_Int Steam_kg_Int, Steam_Cond_m3_Int Steam_Pressure_Bar Steam_C
Oil/Diesel	Oil_Liter		Oil_Liter_Int
LPG	LPG_Kg		LPG_Kg_Int
Biofuel	Biofuel_kg		Biofuel_kg_Int
Coal	Coal_T		Coal_T_Int
Production (metric Tonnes)			Production_T_Int

[*]Nm3 = Normalized m3 (the compensated readings with pressure and/or temperature).

Timestamps

The timestamp must be unambiguous. In order to ensure an unambiguous time, timestamps must be provided in Universal Coordinated Time (UTC). Local prevailing time ("clock time") is ambiguous for time zones which observe daylight saving time.

The plant responsibility is to assure the proper time synchronization of the reporting equipment inside the production area.

For UTC times, the format is: YYYY-MM-DDThh:mm:ssZ
Where:

- YYYY is the four-digit year,
- MM is the two-digit (padded) month,
- DD is the two-digit (padded) day,
- T is the character "T" delimiting the date and the time,
- hh is the two-digit (padded) hour (0-23),
- mm is the two-digit (padded) minute (0-60),
- ss is the two-digit (padded) second (0-60).
- for UTC times, Z is the character "Z" which is the zone designator for the zero UTC offset.

Since this is interval data, it is preferred that the data is also aligned with the interval. For example, for 15-minute data, data is on :00, :15, :30, :45 minute boundaries. For systems that do not record on an aligned interval, exact timestamps with "jitter" can be corrected by the EDC, but data quality may suffer. Irregularly recorded data with large gaps in time are not desirable. BMS and SCADA systems should be configured to record data on as regular a basis, and as aligned with the interval boundary, as possible.

Here is equivalent example for Madrid, Spain, when the local time is spanning the autumn daylight saving transition:

Local Prevailing (Clock) Time	ISO-8601 (UTC)
2015-10-25 02:30:00	2015-10-25T00:30:00Z
2015-10-25 02:45:00	2015-10-25T00:45:00Z
2015-10-25 02:00:00 (transition)	2015-10-25T01:00:00Z
2015-10-25 02:15:00	2015-10-25T01:15:00Z
2015-10-25 02:30:00	2015-10-25T01:30:00Z
2015-10-25 02:45:00	2015-10-25T01:45:00Z

Example file.

The following example shows data coming from five different meters from the Schneider Electric, Victoria site:
- File name:

SCHNEIDERELECTRIC.NA.CA.VICTORIA_PME_20150515114500.csv

- File content:

```
Source,Quantity,Timestamp,Value
CA986_B_22_kV_Main_Incomer_1_AE_KWh,KWh,2015-05-15T11:00:00Z,36300899.76
CA986_B_22kV_Main_Incomer_2_AE_KWh,KWh,2015-05-15T11:00:00Z,88070109.14
CA986_B_F1_v2_Water_M3,Water_M3,2015-05-15T11:00:00Z,25743.6
CA986_B_F1_MAIN_SUP_v2_Gas_NM3,Gas_NM3,2015-05-15T11:00:00Z,99544464
CA986_B_F3b_Meter_Tower_Steam_M3,Steam_M3,2015-05-15T11:00:00Z,3898770
CA986_B_22_kV_Main_Incomer_1_AE_KWh,KWh,2015-05-15T11:15:00Z,36301759.98
CA986_B_22kV_Main_Incomer_2_AE_KWh,KWh,2015-05-15T11:15:00Z,88070777.14
CA986_B_F1_v2_Water_M3,Water_M3,2015-05-15T11:15:00Z,25743.6
CA986_B_F1_MAIN_SUP_v2_Gas_NM3,Gas_NM3,2015-05-15T11:15:00Z,99544464
CA986_B_F3b-Meter_Tower_Steam_M3,Steam_M3,2015-05-15T11:15:00Z,3898770
CA986_B_22_kV_Main_Incomer_1_AE_KWh,KWh,2015-05-15T11:30:00Z,36302650.2
CA986_B_22kV_Main_Incomer_2_AE_KWh,KWh,2015-05-15T11:30:00Z,88071468.84
CA986_B_F1_v2_Water_M3,Water_M3,2015-05-15T11:30:00Z,25743.6
CA986_B_F1_MAIN_SUP_v2_Gas_NM3,Gas_NM3,2015-05-15T11:30:00Z,99545584
```

CA986_B_F3b_Meter_Tower_Steam_M3,Steam_M3,2015-05-15T11:30:00Z,3898770
CA986_B_22_kV_Main_Incomer_1_AE_KWh,KWh,2015-05-15T11:45:00Z,36303418.58
CA986_B_22kV_Main_Incomer_2_AE_KWh,KWh,2015-05-15T11:45:00Z,88072123.11
CA986_B_F1_v2_Water_M3,Water_M3,2015-05-15T11:45:00Z,25744.7
CA986_B_F1-Laduma_MAIN_SUP_v2_Gas_NM3,Gas_NM3,2015-05-15T11:45:00Z,99545584
CA986_B_F3b_Meter_Tower_Steam_M3,Steam_M3,2015-05-15T11:45:00Z,3898770

2. OPERATIONAL REQUIREMENTS

This section aims at presenting the different types and sources of data to be processed in Resource Advisor.

a. Data from instrumentation

Electricity meters:
- Total power (kW), active power (kW), reactive power (kVAR)
- Energy (kWh)
- Power factor (cos Phi)

Public water or process water:
- Volume (m3)

Gas for boilers or heaters
- Volume (nm3)

Fuel oil
- Volume (lit)

Steam
- Quantity (ton)

Brine water or chilled water or glycol water
- Chilling energy (kWh)

Specific process gas (Nitrogen, Hydrogen)
- Volume (nm3)

Compressed air
- Volume (nm3)

b. Data from external sources

These data are prepared by the site on Microsoft XLS spreadsheets (or other format to be agreed upon); these data shall be uploaded by the site administrator.

Using excel template provided by Schneider
- Manual meters readings
  Using Resource Advisor interface or excel template from Resource Advisor (Client functions)
- Yearly Nominal capacity of utilities
  - Boilers (ton/h)
  - Air compressors (Nm3/h)
  - Specific process gases (Nm3/h)
  - Ventilation (Nm3/h)
  - Process water treatment (m3/h)
  - Waste water treatment (m3/h)
  - Chillers and associated cooling tower (kW)
  - Brine water and associated cooling tower (kW)
- CO2 emission factors for each energy supplied
- Any other data stream at monthly level or longer.

c. Output from system

The expected output is composed of different features:

- Standard dashboards: They are made available on Resource Advisor and are accessible by authorized users on any time scale. The dashboards shall be identical in format for all sites and comparable to each other for benchmarking purpose.
- Custom made dashboards: Any user shall have the flexibility to edit custom made dashboards (choice of KPI, format, time span, comparison to a baseline)
- Real time monitoring or trending to visualize any tag at a set interval of 10 minutes in any period of time within the last 30 days,
- Alerts: To send alerts by mail to the users whenever a meter or a processed data has exceeded a threshold. Each user sets his own personal alert.
- Comparison capabilities:
  - o To compare a set of data with the similar set from a previous period (week, month, year) upon selection from the user,
  - o To rank the sites for a specific criteria over a certain period,
- Data extraction: To extract any set of data under Excel format for upon any user request,
- Access: Automatic access from any computer with internet connection with the Customer 's user log in, SSO shall be embedded in the deployment
- Languages: The extracted information shall be made available depending on users profile in the following languages: English, French, German, Spanish, Mandarin Chinese, Portuguese
- Visual:
  - o superimpose different graphs with different scales, agility and flexibility around visual features to manipulate, expand, stretch, superimpose curves, drill down,
  - o navigate on the site layout to select a specific building and utility.

3. LIST OF INDICATORS DEFINED BY THE CUSTOMER

The customer has defined 2 types of indicators:
- Key Performance Indicators (KPI): 8 to 10 per site required. A KPI computes a formula between an energy consumption and an influencing factor.
- Key Analysis Indicators (KAI): around 40 meters per site. A KAI displays datastreams coming from a meter.

List of indicators defined by IES:

KPI / KAI / report	Description	Frequency
KPI Electric (KWh/KgMt)	General factory consumption (supplier invoice) / Consumption of processed material	Month / year
KPI GAZ (KWh/KgMt)	General factory consumption (supplier invoice) / Consumption of processed material	Month / year
KAI Injection (KWh/KgMt)	Injection consumption (presses + central feed system for raw mat) / Consumption of processed material	Day/ week/month/year
KAI by IMM	Consumption of each press / Consumption of processed material	Day/ week/month/year
KAI Paint (KWh/M²)	Consumption Paint line / M² painted	Day/ week/month/year
KAI industrial cold (KWh/KWF)	Consumption of refrigeration units (Chiller) / kW refrigeration production	Day/ week/month/year
KAI compressed air (KWh/Nm²)	Consumption of compressors / production of NM3	Day/ week/month/year
split by uses	Injection, Peripheral injection, Prod / Process line, Perif painting, Areolic, Compressed air, Industrial refrigeration, Lighting, Transport, Office, Production assistance, Heating. General-Uses gap, General-supplier gap, cost, KPI and target.	Day/ week/month/year
split by IMM	Percentage of consumption per press, consumption of injection usage	Day/ week/month/year

Subscribed power exceeded alarm	Mail sent to UAPs, check 10 minutes	Continuous
SANKEY Diagram	For the energy review	
Significant uses	For the energy review	
Weather forecast temperature follow up (CDD/HDD)	To crosscheck energy consumption with external temperature (heating / cooling)	
Workload plant	1 shift, 2 shift, 3 shift, percentage of load (relevant factors, for the energy review)	
KPI & KAI references	Energy review (include in review)	
actions follow up	Choice of the counter (s) to follow according actions in progress	
Subscribed power monitoring	Graphical curve (include in the review)	Days / months
EDF / Factory meter comparison	Graphical curve with the supplier and the overall consumption of the internal factory meters	
PDCA	Follow-up of actions, invest, estimated cost, real cost, return on investment, etc ...	

List of indicators defined by CES:

KPI level	Area	Equipment	KPI/KAI/Metric	Description	Priority
L3 – General Supply	Site	Electricity	KPI Electrical (KWh/Kg)	KPI total electrical consumption per kg of material in parts (net) --> # parts with good weight x net weight	High
	Site	Electricity	KAI Electrical (kWh)	KAI global plant consumption	High
	Site	Electricity	KAI Electrical (kWh)	KAI global plant consumption per x minutes period	High
	Site	Electricity	KAI reactive power (kVARh)	KAI reactive energy consumption	High
	Site	Electricity	KAI reactive power (kVARh)	KAI reactive energy consumption per x minutes period	High
	Site	Electricity	Power factor	Power factor in x minutes period	High
L2 - Utilities	Site	All chilled water production	KPI Chilled water (KWh/kg)	KPI energy efficiency of chilled water production (all chillers, water pumps and other chilled water production equipment) per kg of material in parts (net)	Medium
	Site	All chilled water production	KAI Total Chiller water production (kWh)	KAI global plant chilled water production consumption	
	Site	All compressed air production	KPI compressed air (kWh/nb_parts_blown)	KPI energy effiency of compressed air generation (all compressors, dryers and other compressed air generation equipment)	Medium
	Site	All compressed air production	KAI Total compressed air production (kWh)	KAI global plant compressed air production consumption	
	Site	Lighting	KAI lighting (kWh/day)	KAI energy efficiency lighting	
L1 – End Use	Blow molding	BMM1	KAI BMM (kWh)	KAI electrical consumption per BMM	
	Blow molding	BMM1	KAI reactive power (kVARh)	KAI reactive energy consumption	High
	Blow molding	BMM1	KPI BMM (kWh/Kg)	KPI electrical consumption per kg of raw material extruded (gross) per BMM	Medium

Blow molding	BMM2	KAI BMM (kWh)	KAI electrical consumption per BMM	
Blow molding	BMM2	KAI reactive power (kVARh)	KAI reactive energy consumption	High
Blow molding	BMM2	KPI BMM (kWh/Kg)	KPI electrical consumption per kg of raw material extruded (gross) per BMM	Medium
Raw Material Conversion	BMM + grinder + Mat feeding - line 1	KPI RMC (kWh/Kg)	KPI electrical consumption per kg of raw material extruded (gross) per (BM + Grinder + Mat feeding)	High
Raw Material Conversion	BMM + grinder + Mat feeding - line 1	KAI RMC (kWh)	KAI electrical consumption per BMM + grinder + mat feeding	
Raw Material Conversion	BMM + grinder + Mat feeding - line 2	KPI RMC (kWh/Kg)	KPI electrical consumption per kg of raw material extruded (gross) per (BM + Grinder + Mat feeding)	High
Raw Material Conversion	BMM + grinder + Mat feeding - line 2	KAI RMC (kWh)	KAI electrical consumption per BMM + grinder + mat feeding	

4. TRAINING

Schneider Electric will propose remote training sessions covering the following topics:

- Access to the platform
- Miscellaneous and handlings
- Creating new elements (dashboards, KPI, …)
- Analysis modes
- Personalized data streams
- Alerts settings

The training will be made via remote sessions and webinars to ensure effective understanding and ultimate utilization of the solution. All training materials will be available electronically, including recorded webinars/sessions, training guides and FAQ documents.

Two types of training sessions can be proposed:

a. Normal users Training

- Provide 1 session of web-based demonstration and training sessions for user community in English. They are recorded for future usage (reminder, on boarding of new users etc.) and embedded in Resource Advisor™ configuration.
- Provide documented training materials and information on system functionality including "how-to" guides for using modules (also embedded in Resource Advisor™)

b. Super users training: Setup and Management Training

- User profile creation inclusive of permission based access to modular functionality of the system and access to data at site (sites), group (country, region etc.) or company levels.
- Creation of user interfaces to information using Resource Advisor's drag-and-drop "widget" technology that tailors the information and data displayed based on user persona (e.g., environmental, operations, finance, procurement, etc.)

Additional training materials and support can be included upon request. The above approach has been successfully leveraged by Resource Advisor™ clients across geographies. There are generally no restrictions on class size, webinar participation or otherwise.

The current offer includes one training session for Normal Users for each site. Extra additional training session will be priced upon request.

EXHIBIT F
PROPOSALTEMPLATE

Schneider Electric will send an Proposal to Plastic Omnium's site upon demand. The Proposal will be based on the template defined in this Exhibit.

Energy Monitoring System
TECHNICAL AND COMMERCIAL PROPOSAL
SITE NAME
(BUSINESS UNIT)

ADDRESS

DATE
OFFER REFERENCE

Energy & Sustainability Services

schneider-electric.com/ess

Life Is On | Schneider Electric

This Proposal is subject to the terms and conditions defined in the Master Service Agreement *Energy Monitoring* **dated xxxxxxx.**

* * * * * * *

1   INTRODUCTION

The purpose of this document is the technical and economic assessment of the solution proposed by Schneider Electric for the energy supervision of the **industrial site of PLASTIC OMNIUM in SITE NAME (COUNTRY)**, within the global Energy Monitoring program of Plastic Omnium.

In any event, **Plastic Omnium will be the owner of all data coming from the system**. Data will be available and accessible at any time, and exportable to a standard format for its subsequent analysis or exploitation (csv, xls).

The solution proposed by Schneider Electric consists in the definition, installation and start-up on an Energy Monitoring System based on **Resource Advisor software**.
This Proposalhas been defined based on the exchange of information between Plastic Omnium and Schneider Electric regarding the implementation of an **Energy monitoring and reporting solution** with its associated services. This Proposal has been prepared for, and will be delivered to:

NAME OF PLASTIC OMNIUM RESPONSIBLE PERSON, TITLE
PHONE NUMBER – EMAIL ADDRESS

Site contact: NAME OF PLASTIC OMNIUM RESPONSIBLE PERSON, TITLE
PHONE NUMBER – EMAIL ADDRESS

The document has been prepared by:

NAME OF SCHNEIDER ELECTRIC RESPONSIBLE PERSON, TITLE
PHONE NUMBER – EMAIL ADDRESS

2   ENERGY MEASURING POINTS DEFINITION

This proposal has been designed for the collection of NUMBER existing data points to be uploaded into Resource Advisor.

3   SUPPLY OF MATERIALS

Neither supply nor installation of materials has been considered for this offer.

4   ENERGY MONITORING SOFTWARE

Resource Advisor is an enterprise level globalized technology and service platform that allows corporations to:

- UNCOVER ENERGY SAVINGS & IDENTIFY UNDERPERFORMING ASSETS

Enable energy management teams to see their energy data in context. Provide notifications to identify low performing sites and/or less-than-optimal process/equipment performance based on user-defined parameters and historical data. Give teams the ability to increase efficiency and reduce consumption.

- PROVIDE DETAILED SITE-SPECIFIC OR ENTERPRISE-WIDE REPORTING IN ONE PLATFORM

Provide users configurable energy and sustainability reporting capabilities aggregated across national, regional or global perspectives as well as detailed hourly reports on energy consumption down to the sub-meter level.

- ENABLE FLEXIBLE DATA ACQUISITION

Provide flexible and diverse data acquisition capabilities, from monthly utility invoices to meters and submeters to EMS, BMS and SCADA systems to data collected directly from the utility

- GIVE USERS ACCESS TO ENERGY AND SUSTAINABILITY EXPERTISE

Provide service. Connect your team to a client management team to support your internal stakeholders to help ensure return on investment. You can also optionally gain access to the world's leading energy performance experts who can add greater sophistication to your data analysis through consumption forecasting, measurement and validation services as necessary. Resource Advisor is a secure, cloud-based software platform that allows you to visualize, measure and manage energy and sustainability initiatives across your entire enterprise including energy supply, demand and sustainability. The platform also provides access to stakeholders throughout the organization and within varying functional areas including environmental, operations, procurement, finance and sustainability. The following sections provide an overview of Schneider Electric's award-winning enterprise level energy and sustainability technology platform, with a focus on the **Performance Analytics Module.**

4.1 PERFORMANCE ANALYTICS MODULE

The Performance Analytics Module offers functionality designed to monitor, alert, analyze, report and act on resource consumption data available in the Resource Advisor platform. It provides several core functions via dedicated Analysis Cards, and by using the set of pre-existing Analysis Cards you will be able to:

- Benchmark site performance across your portfolio
- Identify non-optimized facilities, equipment and behavioral inefficiencies
- Monitor consumptions to identify anomalies

The solution will allow Plastic Omnium to undertake these activities by providing a venue to:

- Collect data from existing systems and new meters within all facilities
- Visualize near real-time interval energy data

- Compare load profiles to identify trends
- Identify underperforming efficiency projects or non-optimized facilities
- Define operating hours, time of use periods and production schedules by site
- Create alerts and notifications by site
- Normalize data by occupancy, area, units of production or other specific data streams
- Overlay hourly weather data
- Compare against historical periods

4.1.1 TREND ANALYSIS

Trend Analysis graphs usage and demand over time to spot trends, and identify anomalies and allows visualization in the following ways:

- Displays data over time by selecting different timelines and different data intervals from years to hours
- Compare data to previous periods (previous year, previous month, previous week, previous day)
- Breakdown data by sub-meter, or Site Schedule
- Selection of single or multiple sites for comparison by (consumption, area, degree days or other client specific data streams such as production)
- Overlay markers to visually identify consumption targets or thresholds
- Drill down into data
- Displays statistical information related to the meters selected
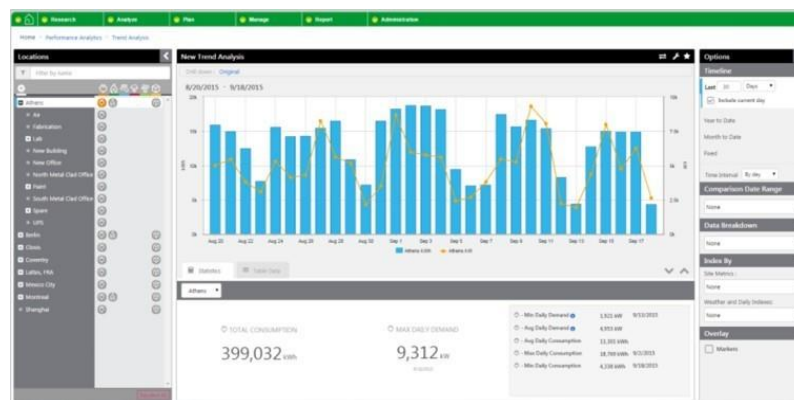
4.1.2 CALENDAR LOAD PROFILE ANALYSIS

The Calendar Load Profile Analysis card allows you to analyze daily load shapes within a monthly view or overlay selected days for comparison:

- Easy navigation and display of calendars
- Align days of the week for easy comparison
- Compare multiple days or multiple sites
- Overlay temperature data
- View the data in graphical or tabular format
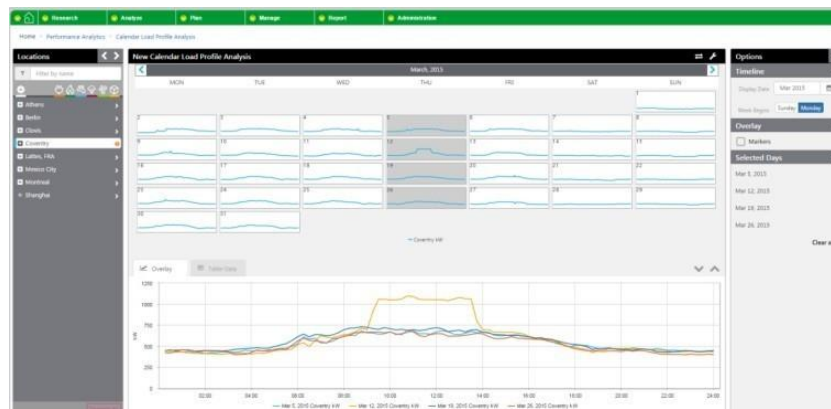
4.1.3 LOAD PROFILE ANALYSIS

The Load Profile Analysis card allows you to visualize the load shape of your facility or metered subloads to detect any unusual spikes or sags:

- Select multiple data streams
- Overlay and view consumption with temperature
- Interactive slider bar
- Shows statistics for the selected period
- Shade operating hours via custom site schedules and overlay markers to visually identify consumption targets or thresholds
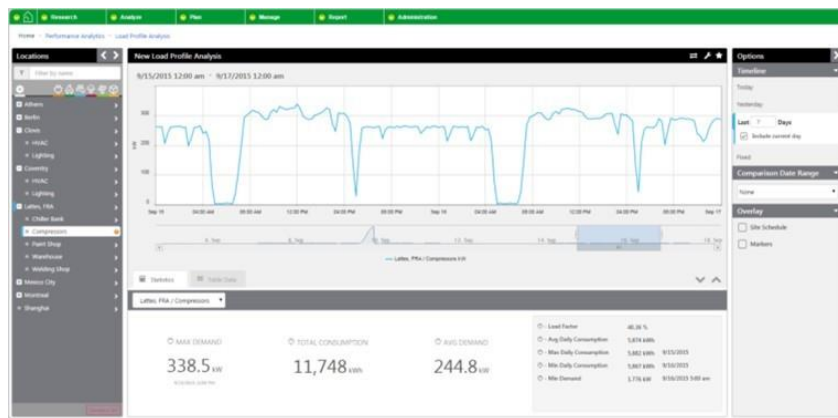
4.1.4 COMPARISON ANALYSIS

The Comparison Analysis Card allows you to benchmark sites against one another to identify poor performers and efficiency opportunities:

- Display sites or sub-meters
- Display usage by load type or activity
- Display consumption relative to site schedules such as operating hours, or weekday vs weekend
- Normalize data by area, weather or other drivers
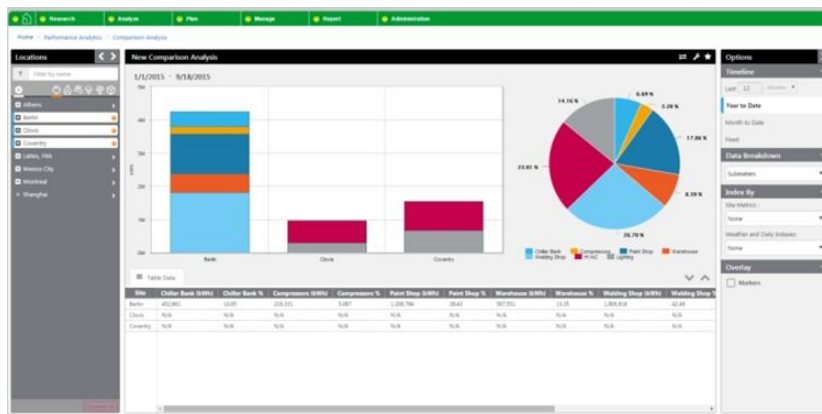
4.2 VIEW MORE, DO MORE

Data without context is useless. Resource Advisor translates your energy data into **actionable information** through the following features:

- Manage Site Schedule Definitions: Create unique daily schedules in this area adding more value to your consumption data overlaying what is happening in your facility. Capture open/close, shifts, or even TOU schedules unique to a site or relevant across the portfolio
- Manage Site Attribute Data: A dedicated Data Entry & Tracking Module provides the ability to enter site specific data, such as facility areas or occupancy, and to use this data for normalization purposes in the Performance Analytics Module. Data validation tests on this information run in real time. When validation tests identify questionable or incomplete data, Resource Advisor alerts the user to either amend or approve the data

- Create Alerts and Notifications: This feature allows users to define exceptions that generate email alerts. Defined exceptions are bulk-configurable, so large portfolios can be efficiently managed. Exceptions can be fixed-value threshold as well as dynamic, based on average profiles
- Data Quality: To make the most of the data collected from Plastic Omnium, Performance Analytics includes a data quality service that evaluates all incoming data to detect and, in many cases, automatically correct data quality issues. These include gaps, duplicates, nulls and spikes, as well as timestamp corrections when values drift off the mark by a few seconds

5   SUPPLY OF SERVICES

5.1 SOFTWARE SERVICES: CONNECTION TO RESOURCE ADVISOR

Services offered:

- Up to 2 sources of data pushing CSV files to Resource Advisor FTP with standard Resource Advisor format
- Set-up of Resource Advisor
  - o   Backend Setup (Database, EDC installation, Data Lobby Setup, Relay Server, CBMS)
  - o   Data Connection implementation as proposed
  - o   Hierarchy Setup
- Activation of the Performance Analytics Module
- End-User initial configuration
  - o   Up to [NUMBER] calculated measurements (example: boiler efficiency KPI, calculation of virtual meters, etc.),
  - o   [NUMBER] dashboard with 4 to 6 widgets,
  - o   Up to [NUMBER] alerts parametered
  - o   0 Site schedule
  - o   0 Index/Attributes
  - o   0 Custom Average Profiles
- Sankey diagram YES/NO
- No custom development
- 1 Initial Training Session (2 hours)
- Project Management

5.2 SUPPORT SERVICES VIA TICKETING

To ease the Customer's day-to-day use of the platform, the Provider will provide a specific support process based on a ticketing system. A ticket is a unit needed to perform new developments or modifications by Schneider on Resource Advisor platform, or to support the end-user in case of specific queries.

The support process is hold via a dedicated support platform or an email, and is described below:
First, the Customer contact point for the zone describes its request:

a. The request corresponds to a standardized service listed on the table below:

- Schneider Electric acknowledges the reception of the Customer's request;
- If there are enough tickets left: Schneider Electric handles the request and the corresponding amount of tickets is deducted;
- If not, the Customer is informed by the Schneider Electric, and sends a proposal for the acquisition of new tickets.

b. The request does not correspond to a standardized service listed on the table below:

- Schneider Electric acknowledges the reception of the request and communicates the amount of tickets needed and the expected time to completion;
- After Customer's formal acceptation, if there are enough tickets left, Schneider Electric handles the Customer's request and the corresponding amount of ticket is deducted;
- If not, the Customer is informed by the Provider, and sends a proposal for the acquisition of new tickets.

Here is the list of standard actions:

SERVICE DESCRIPTION	CUSTOMER RESPONSIBILITIES	UNIT	NUMBER OF TICKETS
Site name or division modification	Old and new site and/or division name	Site	1
Updating site metrics	Metrics name and value	Package including 5 data points	1
New meter creation and/or removal of existing meters1	Specify meter ID / localization in hierarchy tree	Package including 5 data points	1
User Management (Modification)	Last name, first name, role in Resource Advisor, geographical scope, email address	User	1
User Management (Creation)	Last name, first name, Login, role in Resource Advisor, geographical scope, email address	User	1
Creating or modifying a simple indicator - Displaying existing indicator (s) in a graph	Formula, type of chart wanted, dashboard name where the chart should be added	Site sub-location	1
Creation or modification of a complex indicator (other), eg model, advanced visualization, virtual meter with more than 5 components (except basic aggregations)	Specification of the desired indicator (formula or visualization), the name of the indicator to be modified, the type of chart wanted, the name of the dashboard where the indicator is added	Site sub-location	To be quoted upon demand
Data gap filling, data provided by the client	Provide the data in excel format or csv format, using same meter id than in Resource Advisor and specifying localization on the hierarchy tree.		To be quoted upon demand
Data Backup (for additional Back up)	Provide in our support platform: list and period of data to backup		To be quoted upon demand
Normal user training	Provide training on Resource Advisor main functionalities (remote only, 2 hours)	Up to 3 users per training	2
Advanced training	Provide specific training on Super Users, baselines creation, or other trainings		To be quoted upon demand

Any other requests which are not explicitly in the table above will be quoted by Schneider Electric upon Customer demand. These requests could be among others:

- creation of site-level baselines,
- expert-level training,
- integration of site historical data,
- specific site-level dashboard creation
- change management support
- remote data analyses by Provider's Energy Experts.

6   GENERIC CLIENT OBLIGATION

The Client is aware of the importance of close cooperation and information exchange with Schneider Electric and that the Client's active participation is a prerequisite for the development of the above defined project.

Provided always that Schneider Electric agrees to comply with all applicable regulations and reasonable instructions of the Client whilst on the Client's premises, the Client grants Schneider Electric full access to the Client's properties and the buildings and structures thereon for the purpose of performing the required Works (sensor audit).

A remote access to Plastic Omnium server will be provided to Schneider Electric to commission and maintain the system for DLP purposes. Lack or restrictions to this remote access could result in additional charges to the prices given in this offer.

The Client shall give Schneider reasonable access to the Client's staff in order to perform the required Works and is responsible for any necessary internal coordination.

The Client shall place all relevant information (to the extent available) at Schneider Electric's disposal. The Client shall be responsible for giving Schneider Electric correct, complete and timely Information. Schneider Electric will not be responsible for any delay in the completion of the project development phase which is, in whole or in part, caused by incorrect, insufficient or untimely information from the Client.

7   PROJECT SCHEDULE

ITEMS	INDICATIVE SCHEDULE
Purchase order reception by Schneider Electric	T0
Kick-off meeting and validation of site readiness	T1 = T0 + 4 weeks (resource mobilization)
Resource Advisor installation	T2 = T1' + 12 to 13 weeks. It starts when local systems are commissioned and ready to send data to Resource Advisor FTP (= T1').
Run	T3 starts at user code sending by the Provider to Plastic Omnium site

The proposed planning as shown above refers only to the Software part and is subject to changes (in particular in the context of the current health crisis) that shall be discussed with Plastic Omnium site. Revised planning will be confirmed during kick-off meeting. If Schneider Electric is delayed at any time in progress of the Works by any causes which are beyond the control of Schneider Electric, then the parties will agree to update the schedule consequently. Schneider Electric may request a change order to Plastic Omnium if it appears during the projects that the schedule has to be lengthened and/or the scope of work has to be modified for reasons attributable to the sites (eg, the Customer cannot transfer data files to the Provider, the Provider cannot set up indicators and/or widgets due to missing expected datastreams, etc.).

At Purchase Order reception, Schneider Electric will nominate a Project Manager and contact Plastic Omnium site to schedule the Project kick-off. Plastic Omnium site shall in return nominate a Project Manager for the entire duration of the project.

8   FINANCIAL AND COMMERCIAL CONDITIONS
8.1 PRICING

For the described services, the corresponding prices are presented below:

ITEMS	PRICE
Installation of Resource Advisor	AMOUNT

Resource Advisor license for [NUMBER] data points for 1 year *(valid for a 3 year subscription)*	AMOUNT
[NUMBER] tickets	AMOUNT
TOTAL	**AMOUNT**

In case of offer acceptance, Plastic Omnium shall send a formal Purchase Order corresponding to the commercial conditions described in this document, with an amount corresponding to the one-off fee plus 1 year of annual costs.

Taxes: VAT and other indirect taxes that may be applicable at the time of invoicing are not included in the prices indicated on this proposal. Travel costs are included.

Offer validity: 60 calendar days from the receipt of the proposal.

8.2 CONDITIONS AND TERMS OF PAYMENT

This proposal is subject to the terms and conditions of the Master Service Agreement *Energy Monitoring* dated xxxx.

The following conditions apply:
- Exclusions: The prices are excluded from VAT and do not include hardware supply, installation or commissioning.
- All services are delivered remotely, except the sensor audit whom travel costs are not included and will have to be quoted per site prior to the sending of the Purchase Order at reasonable costs.

- Payment / billing conditions:
  - Tickets: at task completion
  - Implementation of Resource Advisor: 100% at Resource Advisor commissioning
  - License: 100% of the annual cost is due at the date of the Resource Advisor commissioning and in proportion from the commissioning to the end of the calendar year. . The acceptance document submitted by Schneider and reviewed by Plastic Omnium will serve as the official confirmation of the resource advisor commissioning date. If Plastic Omnium does not provide any feedback within ten (10) working days, the document will be considered as approved. Every following contractual year will be invoiced at the beginning of the said calendar year at reception of the related purchase order (to be received before 1st of February).

- Orders for software and services will be sent to SCHNEIDER ELECTRIC FRANCE. All Client payments will be made in euros by bank transfer within 45 days end of month from the date of the corresponding invoice issued by SCHNEIDER ELECTRIC FRANCE.

- Customer shall reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider, provided that such expenses conform to its travel and out-of-pocket expenses as may be modified by Customer upon reasonable notice to Service Provider or are otherwise pre-approved by Customer in writing. Such travel and out-of-pocket expenses shall not include Service Provider's overhead costs (or allocations thereof), general and/or administrative expenses or other mark-ups, and shall be calculated at Service Provider's actual incremental expense and shall be net of all rebates and allowances. Such travel expenses will be limited to transportation, accommodation and allowances. Displacements due to inadequate planning and execution of the agreed timetable shall be considered extraordinary, and an event must be cancelled for time delay. Extraordinary travel expenses must be pre-approved by the Customer in writing before each event and the Provider will provide copies of all actual travel receipts with each invoice.

- Delay in payment. In the event of payments not received from Customer by the due date, any sum due to Service Provider will bear automatic late payment interest, starting on the day after the payment period's expiry date at three (3) times the rate of the statutory interest for commercial transactions. In addition, pursuant to Articles L. 441-10 and D. 441-5 of the French commercial Code, Customer shall pay a fixed allowance of forty (40) euros for recovery costs per invoice.
- The prices will be updated at the renewal of the Agreement.
- The Annual Costs are due considering a minimal 3-year subscription. An order will be sent every year for the year ahead.

Please put in copy of the Purchase Order sending:

- **Georges Nicol: georges.nicol@se.com**
- **Rémi Deveaux: remi.deveaux@se.com**

CUSTOMER   **PROVIDER**

Signature: _____   Signature _____

Printed Name: _____   Printed Name: _____

Title: _____   Title: _____

Date: _____   Date: _____