

General Licence Conditions

PURPOSE OF THE CONTRACT – RELATIONSHIP BETWEEN THE PARTIES

This document sets out the general licence conditions (the “**Contract**” or the “**Licence**”) for the ECO-COUNTER services (the “**Services**”) related to the ECO-COUNTER counting products (the “**Products**”) specified in the appendices to this document and applicable to all ECO-COUNTER’s professional clients (each, a “**Client**”).

With this Contract, ECO-COUNTER grants the Client a non-exclusive, non-assignable right of use to the Services.

This Contract applies to:

- any sale or distribution by ECO-COUNTER of the Services listed in Appendix 2 of the Contract, which may consist of the transmission of counting data (the “**Data**”) and the provision of an online digital platform (the “**Platform**”) to manage the Data collected by the Products.

The Contract signed by the Parties consists of this document and Appendices 1 and 2 hereof, describing the features of the Services chosen among those offered by ECO-COUNTER, as well as the applicable financial conditions for the term of the Contract defined between ECO-COUNTER and the Client.

The Client’s acceptance of ECO-COUNTER’s offer carries with it, by operation of law, the Client’s complete and unconditional acceptance of the Contract and the Client’s express waiver, if applicable, of any provision contrary to its term of purchase, however framed. In the event of the Client’s non-compliance with the Contract, ECO-COUNTER reserves the right to proceed with the termination of the Contract, the cancellation of the sale or its forced performance.

The Parties declare and acknowledge that (i) they are and shall remain, throughout the term of the Contract, independent commercial and professional partners, each assuming the risks of its own activity, each conserving the management of its business; and (ii) that the Contract cannot be deemed to have created between them any subsidiary or joint venture or any relationship of subordination or employment.

The Parties undertake to always treat one another as loyal partners in good faith and, in particular, to inform each other of any difficulty they may encounter in the performance of this Contract.

ORDERS – PRICES – TERMS OF PAYMENT – DISPUTES

2.1. ORDERS – PRICES

Orders only bind ECO-COUNTER once ECO-COUNTER has accepted an order and confirmed this acceptance to the Client by issuing a confirmation of receipt.

The prices for the Services are given in Euros, and before any applicable taxes.

Unless otherwise stated in the quote or any other document presenting an offer from ECO-COUNTER, the prices shall remain unchanged for a period of three (3) months from the time of communication to the Client.

The price of the Services may be reviewed every year on the anniversary date of the Contract’s signature.

2.2. PAYMENT TERMS

The Services will be invoiced annually.

Unless stipulated otherwise in the quote, invoices must be paid by bank transfer within 30 days of the invoice date. Compliance with this deadline requires the Client to take into consideration the timing of fund disbursement related to this mode of payment. All transfer fees shall be borne by the Client. Any payment that arrives after the settlement date on the invoice, as per the terms of the Contract, will lead to the incurring of late payment penalties, without formal notice, calculated on the basis of 3 times the legal interest rate from the day following the settlement date until the effective payment date, as well as a lump-sum fine for the collection fees of 40 euros per late invoice, in accordance with article L 441-6 of the *Code de Commerce*. If the collection fees are higher, an additional fine may be charged by ECO-COUNTER on presentation of supporting documents.

ECO-COUNTER may also, in the event of payment incidents or the Client's failure to pay, terminate the Contract under the terms of Section 7.2 below. ECO-COUNTER may also, at its discretion, consider the Services to be suspended or cancelled until the Client settles its debt in full.

Under no circumstances shall payments be suspended or subject to compensation of any kind without the prior written consent of ECO-COUNTER.

INVOICE DISPUTES

Any invoice that is not contested within a maximum period of three (3) months after issuance is considered to be definitively accepted and may not lead to any requests for reimbursement or compensation.

FORCE MAJEURE – CIRCUMSTANCES BEYOND THE PARTIES' CONTROL

The Parties cannot be held responsible for a delay or breach of a contractual obligation resulting from circumstances beyond their control, such as an act of nature or an unpredictable or unavoidable event that prevents the Parties from fulfilling all or part of their obligations, namely, any force majeure event as established in the jurisprudence of the Cour de Cassation.

Force majeure events include but are not limited to:

- Malfunction of servers operated by third parties to which the networks supporting the Services are connected;
- Natural events (lightning, fire, flood, earthquake, etc.);
- Acts of war, rioting, attacks, acts of violence, etc.;
- Labour conflicts (strikes, collective disputes, etc.) on the part of ECO-COUNTER's providers or suppliers;
- Pandemics and epidemics;
- An order from the public authority imposing the complete or partial shutdown of ECO-COUNTER's Services under the applicable legislation and regulations in effect;
- The cessation of ECO-COUNTER's operations by a ruling of a public authority.

In such a situation, the Party prevented from fulfilling its obligations shall notify the other Party of the delay or breach in question. If the continuation of the force majeure event exceeds one (1) month, either Party may terminate the Contract without any indemnity whatsoever.

By express agreement, this Section shall have no effect on the Client's obligation of payment, including all expenses incurred by ECO-COUNTER prior to termination.

ECO-COUNTER'S RESPONSIBILITIES AND GUARANTEES

It is expressly agreed that ECO-COUNTER shall execute all of its obligations under the Contract on the basis of an obligation of means.

ECO-COUNTER cannot be held responsible for events outside its control that occur during its performance of the Services, including whether such an event affects the Services and/or the Data used in the provision of the Services (the impact of which may cause the Data to become less accurate).

This applies, in particular but not exclusively, in cases of:

- Hacking attacks or ransomware attacks, etc., on ECO-COUNTER and/or the Client;
- Disruptions or interruptions in the provision or operation of the telecommunication systems to which the Products are connected;
- Improper, abnormal or non-compliant use/installation of ECO-COUNTER's equipment or any data provided by ECO-COUNTER, as ECO-COUNTER cannot be held responsible for such use;
- Failure to follow the user instructions for ECO-COUNTER's equipment or data and/or the related technical or environmental specifications and/or the applicable laws and regulations;
- Use of the Services following a disclosure, deactivation, deletion, addition, loss or theft of an access code and, more generally, use of the Services by any unauthorized person.

ECO-COUNTER will not be responsible for decisions made by the Client based on the information, documents and study reports drawn up by the Client on the basis of ECO-COUNTER's Services, as the information, documents, study reports and information are for reference purposes only and have no contractual value.

By express agreement, under no circumstances shall ECO-COUNTER be held responsible for indirect damages. Indirect damages that do not give rise to compensation include: any moral or commercial damages, interruption of activity, loss of profits, loss of revenues, loss of earnings, loss of sales, loss of data, loss of clients or orders or costs related to obtaining replacement goods or services, regardless of the basis of liability or the legal principle under which damages are claimed, and whether or not ECO-COUNTER was informed of the possibility or occurrence of such damages. ECO-COUNTER expressly rejects any liability arising from any third-party suit, claim or recourse against the Client. The Client shall protect and hold harmless ECO-COUNTER against any third-party suit, claim or recourse.

In any event, other than in cases of death or bodily harm caused by one of the Parties or gross negligence, ECO-COUNTER's total responsibility, for any cause whatsoever, arising under this Contract cannot exceed thirty per cent (30%) of the sums paid or payable by the Client to ECO-COUNTER.

The Parties agree that this Section provides for a reasonable allocation of risk and constitutes a critical clause in this Contract, in the absence of which this Contract would not have been concluded.

INTELLECTUAL PROPERTY – DATA

6.1. INTELLECTUAL PROPERTY

The Services of ECO-COUNTER are not assigned to the Client and remain the exclusive property of ECO-COUNTER, which the Client acknowledges and accepts. The same applies to any distinctive sign (brand, logo, etc.) that appears in relation to ECO-COUNTER's Services.

ECO-COUNTER grants to the Client in connection with its Services' software components, in consideration of the prices paid by the Client, a non-exclusive personal right of use, valid for the term of use of the corresponding Services, strictly limited for the purposes and needs of that use alone and non-assignable, other than to a future assignee of said Services. The Client is only authorized to use the executable version of the Services, to use them for the purposes for which they are intended and to reproduce the documentation that will be provided by ECO-COUNTER. The Client shall not have any right of access to the Services' source code.

Consequently, the Client shall not reproduce the Services, permanently or temporarily, in whole or in part, by any means and in any form, use or operate them for any purpose other than the intended purpose, give them to a third party in any capacity, proceed with any decompilation or disassembly, carry out any reverse engineering, translate, adapt, arrange or modify the Services, export the Services; merge them with other services, or correct any errors, without prejudice to the provisions of article L122-6-1 of the *Code de la propriété Intellectuelle*.

6.2. DATA

ECO-COUNTER collects Data to carry out the Services. This Data concerns the number of people in a specific location, counted using the Products.

The Data collected by ECO-COUNTER's Services belong wholly to the Client. The Client can obtain the Data in a format that allows for its reuse. ECO-COUNTER formally agrees not to sell the Data to any third party.

Unless otherwise stipulated by the Client, if the Client has a Product in the Eco Display line, the Data shall be displayed on the ECO-COUNTER webpage that can be viewed at this address: <https://www.eco-public.com/ParcPublic/?id=4586>. This Eco-Display Data allow ECO-COUNTER to promote its Products and Services.

The Client expressly agrees that ECO-COUNTER may use the Data:

- In the maintenance of the Products and in the improvement of the Products and Services;
- To improve the Client's experience;
- To understand the Client's use of the Services;
- In an anonymized form, for panels, indexes, public reports and regional, national or international articles; under no circumstances will the Client's name be mentioned directly or indirectly in connection with such use.

Furthermore, and solely with the prior consent of the Client, ECO-COUNTER may share the Data with any third-party organization or entity that wishes to use the Data for its own purposes. The Client will be informed of the purposes for which and the conditions under which the Data will be used.

TERM – SUSPENSION OF ECO-COUNTER SERVICES – CONTRACT TERMINATION

7.1. TERM

The Contract is concluded for an initial term of one (1) year or three (3) years, and automatically renewable for one (1) year periods, up to a maximum of five (5) years or for an initial term of five (5) years, subject to the Client's acceptance of ECO-COUNTER's offer of same.

The initial term of the Contract may exceed three (3) years. In this case, the initial term will be as stated in ECO-COUNTER's offer to the Client.

7.2. SUSPENSION OF ECO-COUNTER'S SERVICES

ECO-COUNTER reserves the right to suspend, immediately and without notice, on simple notification by registered letter with acknowledgement of receipt addressed to the Client, the performance of the Contract, including access to the Services purchased by the Client, in the following situations:

- Non-performance by the Client of one of its obligations under the Contract;
- Non-payment of sums owing by the Client after a formal notice sent by registered mail with acknowledgement of receipt has been ignored.

The suspension of the Contract shall result in the immediate payment of all sums owing to ECO-COUNTER by the Client, which shall remain responsible for fulfilling all of its obligations under the Contract.

A lump sum reactivation fee of 100 euros, plus taxes, will be charged to re-launch the purchased Services after suspension. If Data reconstruction is required after a period of suspension, it will be subject to a Data reconstruction order at the rate in effect at the time of reconstruction, which rate will be communicated in advance to the Client.

7.3. TERMINATION

The Contract may be terminated at any time by either Party in the event of a breach of a contractual obligation by the other Party, subject to a thirty (30) day cure period. The effective date of termination will occur one (1) month after a formal notice to remedy the breach, sent by registered mail with acknowledgement of receipt by the non-defaulting Party to the defaulting Party, has been ignored.

Specifically, the Contract may be terminated by operation of law by ECO-COUNTER according to the above procedure, without the Client being able to claim any compensation, in the following cases:

- False declaration by the Client concerning the Contract;
- Breach on the part of the Client of any of its obligations under the Contract;
- Non-payment by the Client of any sums owing.

7.4. EFFECTS OF TERMINATION

ECO-COUNTER undertakes to provide to the Client, within two (2) months of the effective date of termination, all Data, in a reusable format.

PROTECTION OF PERSONAL DATA

The terms and conditions for the protection of personal data are set out in Appendix 1, "Protection of Personal Data," which forms an integral part of the Contract.

HARDSHIP

In the event of a change in circumstances that was unforeseen at the time of execution of the Contract, including when the prices for the provision of the Services were established, in accordance with article 1195 of the *Code civil*, the Party experiencing an obvious imbalance or inequality in the carrying out of the Contract may ask the other Party, by registered mail with acknowledgement of receipt, for a renegotiation of the terms of the Contract.

Unless an agreement is reached within three (3) months of receipt of the registered letter, the Contract may be terminated without penalty, damages or interest.

ASSIGNMENT

The Contract and the rights granted hereunder cannot be transferred or assigned without the prior written agreement of ECO-COUNTER. Any attempt at transfer or assignment in violation hereof shall be null and void.

PARTIAL INVALIDITY

Any clause of the Contract that is deemed inapplicable, invalid or illegal may be amended by the Parties to make it enforceable, valid or legal, while keeping the terms of such clause substantially similar.

AMENDMENTS – NON-WAIVER

ECO-COUNTER reserves the right to revise the Contract. The acceptance by either Party of the non-performance of any provision of this Contract shall in no way be interpreted as a waiver of that provision, nor as a waiver to invoke the breach of such provision, at any moment, in order to achieve any outcome.

GOVERNING LAW – JURISDICTION

These terms and conditions are subject to French law.

To jointly resolve any dispute that may arise in the performance of the Contract, the Parties agree to meet within fifteen (15) days of the receipt of a registered letter with acknowledgement of receipt, sent by either Party.

This amicable resolution procedure is a mandatory prerequisite to the institution of legal proceedings between the Parties. Any legal proceedings instituted in violation of this clause shall be declared inadmissible.

If, however, after a period of three (3) months, the Parties have not agreed on a compromise or a solution, the dispute shall be submitted to the jurisdiction identified below.

IN THE ABSENCE OF AN AMICABLE RESOLUTION, THE SETTLEMENT OF DISPUTES SHALL BE THE EXCLUSIVE JURISDICTION OF THE COURTS OF SAINT BRIEUC, INCLUDING WITH REGARD TO APPLICATIONS FOR INTERIM MEASURES, INCIDENTAL CLAIMS, THE INTRODUCTION OF THIRD PARTIES OR THE PLURALITY OF DEFENDANTS.

Appendix 1 Protection of Personal Data

Section 1 – GENERAL TERMS

In their contractual relationship, ECO-COUNTER and the Client agree to uphold the regulations in effect concerning the processing of personal data and, in particular, Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, applicable as of May 25, 2018 (“**GDPR**”).

As such, each of the Parties agrees to uphold the principles related to the processing of personal data set out in Article 5.1 of the GDPR:

- Process the data lawfully, fairly and in a transparent manner;
- Collect and process the data for specified, explicit and legitimate purposes and not process it in a manner that is incompatible with such purposes;
- Uphold the principle of data minimization (data that is adequate, relevant and limited to what is necessary in relation to the purposes for which it is being processed);
- Ensure that the data is accurate and, where necessary, kept up to date;
- Guarantee a storage period no longer than is necessary for the purposes for which the data is being processed;
- Guarantee security appropriate to personal data.

In its contractual relationships, ECO-COUNTER may process personal data in two separate legal contexts:

- Processing as a data controller; and
- Processing as the Client’s data processor.

Section 2 – ECO-COUNTER’S DATA PROCESSING AS DATA CONTROLLER

Upon execution of the Contract, ECO-COUNTER collects personal data about its contacts on the Client’s staff.

In this context, ECO-COUNTER is a data controller in accordance with the terms of the GDPR. The data collected is the following:

- Identification data: first name, last name, work mailing address, phone number, email address (professional);
- Data related to an individual’s professional life: work duties and responsibilities.

This processing is carried out in accordance with Article 6.1.a (consent of the data subject) and/or Article 6.1.b (performance of a contract) of the GDPR.

The Client has been informed and expressly agrees that ECO-COUNTER will collect and process data for the following purposes:

- Proper performance of the Contract;
- Client management;
- Commercial prospecting and associated actions;
- Management of outstanding amounts and disputes;
- Legal and regulatory obligations.

For each of the following processing purposes, the personal data collected shall be kept by ECO-COUNTER as follows:

- Performance of a contract: a maximum of 6 months following expiration or termination of the contract;
- Client management: a maximum of 6 months following expiration or termination of the contract;
- Commercial prospecting and associated actions: 3 years after the end of the commercial relationship;
- Legal and regulatory obligations: 10 years.

The personal data processed in accordance with the terms set forth above may be shared in the following situations:

- If ECO-COUNTER is involved in a merger, acquisition, transfer of control, transfer of assets or insolvency proceeding, it may be necessary for it to assign or share all or part of its assets, including personal data;
- If the law so requires, ECO-COUNTER may transmit data to respond to claims made against it and to comply with administrative and/or legal proceedings.

ECO-COUNTER implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access.

In accordance with the regulations in effect on the protection of personal data, the data subjects concerned have a right of access, modification and deletion of their data. They may, at any time, freely and without justification, oppose the dissemination of the personal data they have provided. To exercise this right, the data subject concerned may approach ECO-COUNTER, at the address provided below:

Société ECO-COMPTEUR
4 Rue Charles Bourseul – 22300 LANNION

Section 2 – ECO-COUNTER’S DATA PROCESSING AS DATA PROCESSOR

In the performance of its services and, in particular, the Services, ECO-COUNTER may process personal data concerning the data subjects who are the subject of the Services ordered by the Client.

First, the Client acknowledges and accepts that:

- ECO-COUNTER does not accept the risks associated with the coming into effect of the “Regulation concerning the respect for private life and the protection of personal data in electronic communications,” also called “Regulation on Privacy and Electronic Communications” or “ePrivacy Regulation”;
- The Client is the only database producer within the meaning of Article L 341-1 of the *Code de la propriété intellectuelle* in that it is the only entity to take on the initiative and the risk of the corresponding investments. As such, and in accordance with Article L 342- 1 of the *Code de la propriété intellectuelle*, the Client has the right to prohibit any extraction and/or reuse of all or a qualitatively or quantitatively substantial portion of the database content;
- The Client grants ECO-COUNTER a right of extraction and reuse of the database content solely for the term and solely for the purpose of the performance of the Contract.

As a client of the services, the Client is the data controller within the meaning of the GDPR and ECO-COUNTER is the data processor.

Consequently, the Client guarantees that it alone determines the purposes and the means of the data processing. ECO-COUNTER also reiterates that it does not control the use of the processed data and is only involved in its capacity of data processor.

The data collected are the following:

- Identification data: photographs, video recordings for support purposes only; which will be destroyed 90 days

after their creation.

- Connection data: ID, password.

The Client guarantees:

- That it is collecting and processing the data in compliance with Article 5 of the GDPR, lawfully, fairly and in a transparent manner for explicit and legitimate purposes that it alone determines;
- That it can prove that it has informed the data subjects concerned of all of its obligations in compliance with Article 12 of the GDPR, including, but not limited to, the determination of the legal grounds for each processing operation and its purposes;
- That it can prove that it has informed the data subjects concerned of all of their rights, as described in Articles 15 to 22 of the GDPR;
- That it has made all required preliminary declarations.

ECO-COUNTER undertakes to:

- Comply with the lawful processing instructions provided to ECO-COUNTER, it being understood that it is up to the Client to address any necessary updates with ECO-COUNTER;
- Maintain the security, integrity and confidentiality of the personal data that it processes in compliance with Article 32 of the GDPR, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing;
- Not call on a subcontractor to carry out specific activities without first informing the Client in advance and stating the subcontracted processing activities, the identity and contact information of the intended subcontractor and the dates of the subcontracting contract;
- Not transfer any personal data outside of the territory of the European Union except to third countries with an adequate level of protection in the meaning of the supervisory authorities or to a subcontractor authorized by the Client that is a signatory of the standard contractual clauses enacted by the supervisory authorities;
- Immediately alert the Client in the event of the breach, loss or unauthorized disclosure of personal data collected under the Contract, to allow the Client to alert the supervisory authority and/or the people concerned, in compliance with Articles 33 and 34 of the GDPR, which obligations shall be expressly borne by the Client;
- Destroy all personal data at the end of the subscription period, including existing copies in the subcontractor's information systems, and to make this commitment in writing;
- Keep a written record of all categories of processing operations carried out for the data controller.

Appendix 2:

Description of the Available Services

ECO-COUNTER's Services allow for the visualization of Data from ECO-COUNTER sensors in connection with the counting Products installed at various points and zones on the Client's geographic site (the "Site"). The Client has access to the following services:

OVERVIEW OF THE SERVICES OFFERED BY ECO-COUNTER:

1. Transmission of daily Data;
2. Data hosting;
3. Data visualization;
4. Data export; and
5. Access to ECO-COUNTER customer support for the above-mentioned services.

Details about the Services are provided in this appendix. The Client acknowledges that any order of Services is subject to the terms of the Contract.

ECO-COUNTER reserves the right to modify the list of Services.

1. TRANSMISSION OF DAILY DATA

This Service concerns ECO-COUNTER Products equipped with a DATA SIM card.

This card allows for the transmission of Data on ECO-COUNTER servers. For this Service, ECO-COUNTER has employed subcontractors, Sierra Wireless, Vodafone and 1NCE.

The daily Data are sent via 2G, 3G, 4G or 4G LTE networks, depending on the local availability of the DATA network and the type of Product acquired by the Client.

ECO-COUNTER is dependent on its subcontractor for the transmission of the daily Data. Data transmissions are guaranteed at a success rate of 95% under normal conditions of Product use.

ECO-COUNTER cannot, for any reason, be held responsible for any malfunction related to its transmission of daily Data Services, which is provided by Sierra Wireless.

If Data transmission has become impacted for reasons relating to the local DATA network, ECO-COUNTER permits the Client to collect the Data from the Product by connecting locally to the Product.

ECO-COUNTER cannot be held responsible for the failure of Data transmission if no DATA technology is available at the Site. Furthermore, ECO-COUNTER assumes no responsibility if technology is not available at the Site.

Products with an inactive DATA SIM card can be put in active DATA SIM mode at any time if the Client purchases a Service that includes the transmission of daily Data.

2. DATA HOSTING

The daily Data is hosted in the file format of ECO-COUNTER's choosing in an OVH data centre. OVH guarantees all security required in terms of data storage and IT security.

ECO-COUNTER is dependent on its supplier OVH for the availability, quality and reliability of its Data hosting. The availability access rate for the hosted Data provided by OVH is 97%.

ECO-COUNTER can in no way be held responsible for any malfunction related to the hosting services provided by OVH. Upon the expiry or termination of the Contract and upon the winding up of the Services, the Data hosting will be extended for a period of five (5) years by ECO-COUNTER. At the end of this period, all hosted Data will be deleted.

3. DATA VISUALIZATION

ECO-COUNTER offers a data visualization service via web access to the ECO-VISIO Platform.

The ECO-VISIO Platform is a visualization and analysis software for the daily Data transmitted by the Client's ECO-COUNTER Products.

This Service includes administrator access to the ECO-VISIO Platform for the Client.

Using this administrator access, the Client can create and manage access accounts for its other users. The Client has full responsibility over such access, including with respect to the secure use of the Data and the ECO-VISIO Platform.

ECO-COUNTER cannot be held responsible in the event of improper handling of the Data by the Client's administrator or one of the Client's users.

Access to the Platform is for a limited term, corresponding to the term of the Contract and of the Services purchased by the Client.

In case of non-renewal of the Services, ECO-COUNTER will deactivate the Client's access to the Platform (both the administrator account and all user accounts).

To allow the Client to resubscribe without losing its user accounts, ECO-COUNTER will not delete any Client accounts until six (6) months after the termination of the Services.

4. CLIENT DATA EXPORT

By default, ECO-COUNTER gives the Client access to a Data export function in Excel format.

For purely technical reasons, ECO-COUNTER reserves the right to change its Data export format at any time. The Client may, from the ECO-VISIO Platform, if it is subscribed to such Service, export the Data via customizable widgets.

Consequently, the Client can export all Data generated by the Products.

Under no circumstances can ECO-COUNTER be held responsible for the use of the Data after the Client has exported the Data, whether by the Client administrator or any of its users.

ACCESS TO ECO-COUNTER CUSTOMER SUPPORT for the Services included in the Client subscription:

The availability of ECO-COUNTER support is the following:

Days	Hours
Monday, Tuesday, Wednesday, Thursday	8 a.m. to 6 p.m.
Friday	8 a.m. to 5 p.m.

ECO-COUNTER reserves the right to change these availabilities.

ECO-COUNTER support should be requested by email at support@eco-compteur.com.

In the email subject line, the Client must state the severity level of its request in accordance with the severity levels set forth in the table below:

Severity 1	Eco-Visio webpage is not accessible; The daily Data has not been available for over 5 days; Data export is not possible; For each of these three issues, no workaround is available.
Severity 2	ECO-ALERT management or ECO-ALERTS are not functional; The weather module is not functional; For each of these two issues, no workaround is available.
Severity 3	An error other than an error of severity level 1 or 2 which has a significant impact on the function of the Services; A functionality is not working as indicated, but a workaround is available and the important commercial functions are not substantially altered.
Severity 4	An error with no impact on operations.
Severity 5	A request for improvement or a new function or service.

The Client will have to explain in detail, in the email, the problem it has encountered and, if necessary, provide all the information that can assist ECO-COUNTER in understanding and resolving the problem.

Based on the severity indicated by the Client, it will receive a response within the timelines set forth below, in business days:

Severity Level	Response time	Expected response
Severity 1	Within 48 h	An initial telephone contact will be made by ECO-COUNTER Support, if the Client is available, to commence the resolution of the problem.
Severity 2	Within 72 h	An initial email contact will be made by ECO-COUNTER Support to commence the resolution of the problem.
Severity 3	Within 1 week	An initial email contact will be made by ECO-COUNTER Support to commence the resolution of the problem.
Severity 4	Within 2 weeks	An initial email contact will be made by ECO-COUNTER Support to commence the resolution of the problem.

ECO-COUNTER reserves the right to change the content of its expected response.