

**PRELIMINARY ARTICLE - DEFINITIONS**

In the context of these General Conditions (as defined below), the following terms, starting with a capital letter, used in the singular or in the plural, will have the meaning defined below:

« **Database** »: refers to the database, and its updates, of which Ellisphere is the author and producer. In this respect, the Ellisphere Database is its property and benefits from protection under Articles L112-3 and L341-1 of the Intellectual Property Code. The Database contains Data as well as Information.

« **General conditions** »: refers to these general conditions of sale.

« **Data** »: refers to all company data (before its analysis and/or use by Ellisphere) retrieved from Ellisphere's Database and which may be contained in the Deliverables, made available to the Customer within the framework of the execution of Services and within the limits specified in these General Conditions.

« **Information** »: refers to all items communicated to the Customer in the context of the execution of Services and resulting from the integration, processing, analysis and/or use of Data. The Information is contained in the Deliverables. The Information is sent to the Customer on a confidential basis and within the limits specified in these General Conditions.

« **Deliverable(s)** »: refers to the formulation or final performance of Services in any form whatsoever (product, file, report, study, technical and functional documentation, etc.) and by whatever means, existing or future, likely to materialise the execution of Services covered by the Contract. They contain Data and Information. The Deliverables are communicated to the Customer within the limits specified in these General Conditions.

« **Services** »: refers to all the services and provisions of business information and data solutions that Ellisphere agrees to provide to the Customer within the framework of the execution of a Contract (as defined in article 2 below) such as notably access and use of Ellisphere's various computer applications allowing access to the Deliverables and Data, subject of the Contract.

**ARTICLE 1 - SCOPE**

1.1. These General Conditions define the conditions under which the company Ellisphere, RCS Nanterre 482 755 741, provides Services to the Customer. The Customer must be a professional (natural or legal person) acting for the needs of their business activity.

These General Conditions will be supplemented by « Special Conditions » that describe for each type of Contract the details of the Services provided to the Customer (it may in particular be a purchase order and/or a quote), and where applicable by additional provisions applicable depending on the Service, all of which prevail over the Customer's general purchasing conditions or any other document provided by the Customer and that is not expressly accepted in writing in advance by Ellisphere.

1.2. In the event of any contradiction between their provisions, the Special Conditions prevail over these General Conditions.

1.3. In the event that a clause from the General Conditions, from the Special Conditions or more generally from the Contract (as defined in Article 2 below) becomes void, the other stipulations of the General and Special Conditions will continue to be applicable.

Our General Conditions and the Special Conditions (and possibly the additional documents provided by Ellisphere) govern all the Services provided by Ellisphere to the Customer, including those purchased online.

**ARTICLE 2 - CONTRACT**

2.1. These General Conditions take effect upon their acceptance by the Customer, it being specified that any order for Services by the Customer from Ellisphere and/or any acceptance of Special Conditions communicated by Ellisphere to the Customer constitutes unconditional acceptance of these General Conditions by the Customer. The General Conditions, the Special Conditions signed by the Customer as well as any other additional document provided by Ellisphere to the Customer form the contract (hereinafter referred to as the «Contract»), all of the provisions of which are applicable to the execution of the Services by Ellisphere for the benefit of the Customer.

2.2. Any order for Services duly accepted by Ellisphere will be due in full by the Customer.

**ARTICLE 3 - TERMS OF PROVISION OF SERVICES**

3.1. The Services purchased by the Customer will be provided from the effective date of the Contract as it appears in the Special Conditions, subject to payment of the price of these Services, in compliance with the conditions defined in article 7 of these General Conditions.

The Services are exclusive of any provision of credit insurance.

3.2. The Information and Deliverables provided by Ellisphere result from the operation and analysis of objective, economic, legal and financial criteria. Ellisphere is the sole judge of the means to be employed and the sources to be consulted and used to provide the Services. The Information and Deliverables are provided without any contractual guarantee from Ellisphere. The Information and Deliverables are communicated to the Customer based on the data available in the Ellisphere Database at the time of their retrieval or consultation.

Their content and presentation are subject to modification, deletion or addition depending on the evolution of Services and the regulations in effect.

**ARTICLE 4 - TECHNICAL ASSISTANCE**

The Customer receives technical assistance by contacting the Ellisphere Customer Relations Department either by telephone (0825 123 456 - invoiced at the current rate) or by email (relation-client@ellisphere.com).

**ARTICLE 5 - RECORDING OF PERSONAL DATA**

When the Services include a free text area, its content is under the exclusive control of the Customer who is solely responsible vis-à-vis third parties for the content expressed and recorded.

The Customer agrees to comply with all legal and regulatory provisions relating to the recording of personal data, to enter only relevant information necessary for his/her business relationship and to observe the utmost neutrality in the choice of expressions and labels used.

Consequently, Ellisphere is not responsible for the content expressed and recorded by the Customer in the free text area and the Customer guarantees Ellisphere against any potential harm caused by the content of this area. In the event of a breach of these provisions, Ellisphere is entitled to terminate the right to access the free text area without notice, without the Customer being able to claim compensation of any kind. Ellisphere will also be entitled to terminate the Contract.

**ARTICLE 6 - PRICES**

6.1. Ellisphere reserves the right to modify its pricing conditions during the Contract. The changes will only affect orders placed after the date of the price change.

6.2. The prices for the Services will be automatically revised each year, on the anniversary date of the Contract, on the basis of the SYNTEC index, by applying the following formula:

$$P1 = P0 \times \text{last IC available.}$$

With: P1 = Revised price; P0 = Price in effect on the day of the revision; IC = Indexation coefficient calculated on March 1 of each year by applying the ratio between the SYNTEC index for the most recent month of December and the SYNTEC index for the month of December of the previous year. Any modification or substitution of this index will be automatically applicable.

6.3. A minimum billing may be applied, appearing in the Special Conditions.

**ARTICLE 7 - PAYMENT CONDITIONS**

7.1. Invoices issued by Ellisphere are payable thirty (30) days from the date of the invoice. In the event of a deterioration in the Customer's financial standing, Ellisphere reserves the right to claim full or partial payment before execution of the Services or upon receipt of the invoice by informing the Customer at least one (1) month in advance, by all means (email, information message on the website, on consumption statements, on invoices, etc.).

7.2. In the event of late payment, in addition to the legal lump sum compensation of forty (40) euros provided for in Article L. 441-10 of the Commercial Code and set by decree, late payment penalties equal to three (3) times the legal interest rate in effect will be payable the day following the payment date appearing on the invoice. In the event of a change in the amount of this lump sum compensation, the new amount will be automatically substituted for that appearing in these General Conditions or the payment conditions provided for in the Contract.

The late payment penalties and lump sum compensation are automatically payable and do not preclude the application of an additional increase in the amount owing up to the combined total of all the sums incurred, regardless of their nature, for the recovery of the amount owing. In addition, all amounts owed to Ellisphere will become immediately due.

**ARTICLE 8 - LIABILITY - GUARANTEES**

8.1. The obligations contracted by Ellisphere under the Contract are obligations of conduct. In the event that Ellisphere's liability should come to be recognised as causing direct harm to the Customer and exclusively attributable to a contractual breach by Ellisphere, it may not exceed, all liability combined, by event and by «Contract Year» (that is to say each period of twelve (12) months from the effective date of the Contract), an amount equivalent to one (1) times the lump sum amount excluding taxes invoiced to the Customer in respect of the Contractual Year concerned.

8.2. The Customer declares that he/she is familiar with the Internet's characteristics and constraints and in particular the fact that the transmission of Information and data over the Internet has only a relative level of technical reliability, despite the security measures that may be taken.

It is the Customer's responsibility to take all the necessary measures so that his/her IT configuration allows him/her to access the Services and to consult the Information, Data and Deliverables from Ellisphere and to ensure its protection against any intrusion or infection.

The Customer therefore acknowledges that Ellisphere will not be responsible in the event of unavailability or disruption of access to Services or in the event of corruption of the Deliverables, Information and Data due to a case of force majeure, a strike, an act of piracy, fraudulent intrusion, any event beyond its control (loss of telephone service, computer network failure, electricity outage, etc.), or a malfunction generated by defective computer or communication technology equipment belonging to the Customer or placed at his/her disposal and belonging to a third party. In the event of a malfunction, unavailability or receipt of an illegible message, the Customer should contact Ellisphere services directly.

Connection and transfer operations are carried out under the liability of the Customer.

Ellisphere agrees to implement all the necessary means to ensure the continuity of the operation and security of the Services, in accordance with professional practices and the rules of the article.

8.3. Ellisphere guarantees that the Services comply with the specifications described in the commercial and technical documentation. The Customer acknowledges having received from Ellisphere the advice and information necessary for the smooth operation of Services.

8.4. Notwithstanding article 8.3, Ellisphere cannot be held liable for any indirect harm of any nature whatsoever, in particular an operating loss, loss of data or any other financial loss resulting from the use of Services it provides.

Likewise, Ellisphere cannot be held responsible for any harm caused by any use inconsistent with the normal use of the Services, Deliverables, Information and/or Data by the Customer.

8.5. In the provision of Services, Deliverables, Information and/or Data to its Customers, EllispHERE is bound by an obligation of conduct. The Information, Deliverables, Data and more generally the Services provided to the Customer only constitute a supplement to the information available to the Customer elsewhere and are likely to help him/her in his/her decision-making. The Customer therefore remains in control of his/her choices by assessing the risks he/she incurs and assumes sole responsibility for the decisions he/she makes and the consequences he/she draws from the Information, Data, Deliverables and Services provided by EllispHERE.

8.6. EllispHERE's scoring code of ethics is available on its website [www.ellispHERE.com](http://www.ellispHERE.com)

#### **ARTICLE 9 - CONFIDENTIALITY AND CONDITIONS OF USE**

9.1. The Customer has secure access to the Services, Deliverables, Information and Data thanks to a personal identifier and a confidential password. The Customer agrees to change his/her password after the first access. The creation of passwords, their use and their management must be strictly limited to the internal needs of the Customer and are his/her sole and entire responsibility.

The Customer agrees to take all necessary measures to secure access to the Services, Deliverables, Information and Data and to make them accessible only to duly authorised persons. To preserve the confidentiality of the connection, the Customer agrees that each employee uses a password which will be changed as many times as he/she deems necessary. EllispHERE will never be sought or held liable for any theft of usernames, passwords or unauthorised use of access.

The Customer agrees to appoint a technical administrator in charge of managing the access granted by EllispHERE.

9.2. EllispHERE grants the Customer, during the term of the Contract, a worldwide, non-exclusive, non-transferable licence to use the Services, Data, Information and associated Deliverables delivered and/or consulted.

The Services, Information, Data, and Deliverables are provided to the Customer on a confidential and personal basis and are reserved for his/her strictly internal and end use, for the needs of his/her professional activity.

The Customer is prohibited from communicating, transmitting or assigning them to third parties, directly or indirectly and in any way whatsoever, including through granting sub-licences, free of charge or against payment, in whole or in part, on any medium whatsoever, under penalty of immediate termination of the Contract and damages.

As a result, the use of Services and the communication of Information, Data and Deliverables by the Customer to his/her various subsidiaries, including those wholly owned, is subject to the purchase of additional user licences with EllispHERE.

In addition, the Customer formally refrains from altering in any way the Deliverables, Information, Data and Services provided by EllispHERE, from duplicating, modifying, decompiling, disassembling, extracting them in whole or in part in order to create other documents and/or products in particular by addition and/or combination of data, to distribute them to third parties.

It is the Customer's responsibility to take all the necessary measures with regard to his/her employees to secure access to the Services, Deliverables, Information and Data transmitted by EllispHERE and to enforce his/her contractual obligation of confidentiality and non-disclosure. The Customer is held responsible for any unauthorised reproduction or communication of the Deliverables, Information and Data transmitted by EllispHERE, both through his/her misconduct and through his/her negligence. The Customer guarantees EllispHERE against any possible third party claim in the event of communication or disclosure by any means whatsoever, directly or indirectly, of Data, Information and/or Deliverables.

#### **ARTICLE 10 - END OF RELATIONSHIP**

10.1. In the event of non-fulfilment or improper execution by the Customer of his/her obligations as referred to in articles 2.2, 5, 7, 8, 9, 11, 12, 13 and 14 of these General Conditions, which the Customer would not have remedied within eight (8) calendar days following the date of receipt by the Customer of a letter acknowledging the breach, EllispHERE reserves the right to automatically terminate the Contract and with immediate effect, without prejudice for any possible damages.

10.2. EllispHERE may also decide to suspend access to Services upon discovery of a breach by the Customer of his/her contractual obligations and until the Customer has remedied this breach.

10.3. Termination or non-renewal of the Contract will immediately release EllispHERE from all obligations towards the Customer. From the effective date of termination of the Contract for any reason whatsoever, the rights granted to the Customer under the Contract will cease immediately and the latter must stop all use of the Services, Deliverables, Information and Data in every manner whatsoever.

The suspension, early termination or non-renewal of the Contract has no impact on the requirement to pay the outstanding amounts owed to EllispHERE. Any amount paid shall accrue to EllispHERE and the Customer will continue to owe for the plans contracted and the Service ordered before the date of termination.

#### **ARTICLE 11 - INTELLECTUAL PROPERTY RIGHTS**

11.1. EllispHERE remains the owner of (or licensee for) all intellectual property rights whatever they may be relating to Deliverables, Data, Information, studies, Databases, designs, models, prototypes, etc., carried out with a view to providing Services to the Customer.

The Customer therefore refrains from any reproduction or use of these Deliverables, Data, Information, studies, Databases, designs, models and prototypes, know-how etc., beyond the rights granted under the Contract without EllispHERE's express, written, prior permission.

11.2. EllispHERE informs its Customer that its Database includes in particular data from the SIRENE Directory of INSEE, RNCS from INPI, and legal notices published in the BODACC (A, B and C) by the DILA. The aforementioned data remains the property of their respective owners.

11.3. The Contract concluded between EllispHERE and a Customer does not entail any transfer of intellectual and/or material property rights on the Services, Deliverables,

Information and Data of which EllispHERE is the owner or for which it has obtained a licence or a right to use by a third party, and which are used or made accessible to the Customer within the framework of the Services covered by the Contract.

#### **ARTICLE 12 - PERSONAL DATA**

12.1. EllispHERE is the publisher of a Company Database that contains company data some of which may be qualified as personal data within the meaning of Regulation (EU) 2016/679 and of the amended law of January 6, 1978 relating to information technology, files and freedoms. In its capacity as processing manager, EllispHERE certifies that the processing operations it carries out in this capacity comply with the rules established by the aforementioned regulation and law.

EllispHERE's personal data protection policy is available on its website [www.ellispHERE.com](http://www.ellispHERE.com)

##### 12.2. Protection of the personal data of Customers:

EllispHERE is required to process the personal data communicated by its Customers for the purposes of managing the commercial relationship (contracts, orders, invoicing, customer relationship service) as well as for the purposes of prospecting operations, in compliance with applicable regulations. EllispHERE is responsible for the processing carried out in this capacity.

This processing is necessary for the implementation and, if applicable, for the execution of the Contract concluded between EllispHERE and the Customer, or for the execution of pre-contractual measures taken at the latter's request. The lack of communication by the Customer regarding certain data concerning him/her could prevent the implementation of the contract, and, if applicable, its proper execution.

EllispHERE is the sole recipient of personal information relating to its Customers.

EllispHERE has appointed a data protection officer whose contact details are as follows: EllispHERE - DPO - Tour Franklin - 100-101 Terrasse Boieldieu - 92042 Paris La Défense Cedex. Email address: [dpo@ellispHERE.com](mailto:dpo@ellispHERE.com)

EllispHERE makes sure that the personal data of its Customers is not kept beyond the time necessary to accomplish the purposes for which they were collected. Thus, this data is kept for the duration of the contractual relationship and the legal limitation period as well as any other retention period that would be imposed by the applicable legislation and regulations.

The Customer undertakes to provide the natural persons concerned with the information mentioned above.

12.3. Unless otherwise specified, the execution of the Contract not resulting in EllispHERE and its Customer sharing objectives or means in a common set of operations, the transfer of data, in particular of a personal nature, therefore takes place between two separate processing managers for their own processing activities, remaining independent of each other.

Each processing manager declares to be in compliance with the provisions of Law 78-17 of January 6, 1978 as amended relating to information technology, files and freedoms and with the provisions of Regulation (EU) 2016/679 of April 27, 2016 relating to the protection of personal data.

#### **ARTICLE 13 - SUSTAINABLE DEVELOPMENT AND ANTI-CORRUPTION**

13.1. In addition to the local social regulations applicable to them, ELLISPHERE and the Customer agree to comply with the principles of the conventions of the International Labour Organisation.

13.2. Each of the Parties agrees not to offer, promise, accept or make payments and/or gifts (whether it be money and/or any item of value whatsoever and/or a benefit of whatever nature), directly or indirectly, to anyone for the purpose of influencing or causing anyone to influence decisions. ELLISPHERE encourages the Customer to take note, if applicable, of its code of ethics published on its institutional website.

For the provisions which are applicable to them, ELLISPHERE and the Customer agree to comply with law n° 2016-1691 of December 9, 2016 relating to transparency, the fight against corruption and the modernisation of business life, known as law SAPIN II and to observe the highest ethical principles in the framework of their activities.

#### **ARTICLE 14 - TRANSFERT**

The Contract may not be assigned in whole or in part by the Customer to a third party without the prior written consent of EllispHERE.

EllispHERE will have the option of transferring all or part of the rights and obligations covered by the Contract to its successor, its assignee or to any entity controlled directly or indirectly by EllispHERE after written notification to the other party by EllispHERE.

#### **ARTICLE 15 - COMPETENT COURT - APPLICABLE LAW**

15.1. All disputes arising from the interpretation or execution of the contract will be submitted to the competent courts of PARIS, including in the event of summary proceedings and/or multiple defendants.

15.2. The law applicable to the contract is French law, excluding its conflict of law rules.