

PRELIMINARY ARTICLE – DEFINITIONS

For the purpose of these General Terms and Conditions (as defined below), the following terms, beginning with a capital letter and used in the singular or plural, shall have the meaning set out below:

“**Database**” means the database, together with its updates, of which ELLISPHERE is the author and producer. As such, ELLISPHERE's Database is its exclusive property and benefits from the protection granted under Articles L.112-3 and L.341-1 of the French Intellectual Property Code. The Database contains Data as well as Information.

“**General Terms and Conditions**” means these general terms and conditions of sale.

“**Data**” means all corporate or business-related data (prior to its analysis and/or processing by ELLISPHERE) extracted from ELLISPHERE's Database and which may be included in the Deliverables, made to the Customer in connection with the performance of the Services and within the limits set out in these General Terms and Conditions.

“**Information**” means all elements communicated to the Customer in connection with the performance of the Services and resulting from the integration, processing, analysis and/or exploitation of the Data. The Information is provided to the Customer on a confidential basis and within the limits set out in these General Terms and Conditions.

“**Deliverable(s)**” means the formulation or the final output of the Services, in whatever form (product, file, report, study, technical or functional documentation, etc.) and by any means, whether existing or future, capable of materialising the performance of the Services under the Contract. Deliverables contain Data and the Information. Deliverables are provided to the Customer within the limits set out in these General Terms and Conditions.

“**Services**” means all corporate information services and data solutions that ELLISPHERE undertakes to provide to the Customer in connection with the performance of a Contract (as defined in Article 2 below), including, in particular, access to and use of the various ELLISPHERE software applications enabling access to the Deliverables and the Data forming the subject matter of the Contract.

ARTICLE 1 – SCOPE OF APPLICATION

1.1. These General Terms and Conditions set out the terms and conditions under which ELLISPHERE, registered with the Trade and Companies Register of Nanterre under number 482 755 741, provides the Customer with Services. The Customer must be a professional (whether an individual acting in the course of a business activity or a legal entity) acting for the purposes of its professional activity.

These General Terms and Conditions shall be supplemented by “Special Terms and Conditions”, which describe for each type of Contract the detailed Services provided to the Customer (which may take the form of a purchase order and/or a quotation), and, where applicable, by any additional provisions applicable depending on the Services concerned. All such documents shall prevail over the Customer's general purchasing conditions or any other document issued by the Customer that has not been expressly accepted in advance and in writing by ELLISPHERE.

1.2. In the event of any inconsistency between their respective provisions, the Special Terms and Conditions shall prevail over these General Terms and Conditions.

1.3. If any clause of the General Terms and Conditions, the Special Terms and Conditions, or more generally of the Contract (as defined in Article 2 below) becomes void, the remaining provisions of the General Terms and Conditions and Special Terms and Conditions shall continue to apply.

These General Terms and Conditions and the Special Terms and Conditions (and, where applicable, the additional documents provided by ELLISPHERE) govern all Services provided by ELLISPHERE to the Customer, including those subscribed to online.

ARTICLE 2 – CONTRACT

2.1. These General Terms and Conditions take effect upon their acceptance by the Customer, it being specified that any order of Services placed by the Customer with ELLISPHERE and/or any acceptance by the Customer of Special Terms and Conditions provided by ELLISPHERE shall constitute unreserved acceptance of these General Terms and Conditions by the Customer. The General Terms and Conditions, the Special Terms and Conditions signed by the Customer, as well as any additional documents provided by ELLISPHERE, together form the contract (hereinafter the “Contract”), all of whose provisions apply to the performance of the Services by ELLISPHERE for the benefit of the Customer.

2.2. Any order for Services duly accepted by ELLISPHERE shall be in full payable by the Customer.

ARTICLE 3 – PROVISION OF SERVICES

3.1. The Services subscribed to by the Customer will be provided from the effective date of the Contract as specified in the Special Terms and Conditions, subject to payment of the price of the said Services, in accordance with the provisions set out in Article 7 of these General Terms and Conditions.

The Services do not include any credit insurance services.

3.2. The Information and Deliverables provided by ELLISPHERE result from the processing and analysis of objective criteria of an economic, legal and financial nature. ELLISPHERE shall have sole discretion to determine the means to be used and sources to be consulted and exploited for the purpose of providing the Services. The Information and Deliverables are provided without any contractual warranty from ELLISPHERE. The Information and Deliverables are communicated to the Customer based on the data available in ELLISPHERE's Database at the time of their extraction or consultation.

Their content and presentation may be subject to modification, deletion or addition depending on the evolution of the Services and the applicable regulations in force.

ARTICLE 4 – TECHNICAL SUPPORT

The Customer benefits from technical support by contacting ELLISPHERE's Customer Relations Department either by telephone (0825 123 456 – charged at the applicable rate) or by email (relation-client@ellisphere.com).

ARTICLE 5 – RECORDING OF PERSONAL DATA

Where the Services include a free-text field, the content entered therein is under the exclusive control of the Customer, who shall be solely responsible to third parties for the content expressed and recorded. The Customer undertakes to comply with all applicable laws and regulations relating to the recording of personal data, to enter only information that is relevant and necessary to its business relationship, and to exercise the utmost neutrality in the choice of terms and wording used.

Consequently, ELLISPHERE shall not be liable for the content entered and recorded by the Customer in the free-text field, and the Customer shall indemnify and hold ELLISPHERE harmless from any damage that may arise from the content of such field. In the event of a breach of these provisions, ELLISPHERE shall be entitled to suspend, without prior notice, the Customer's right of access to the free-text field, without the Customer being entitled to any compensation whatsoever. ELLISPHERE shall also be entitled to terminate the Contract.

ARTICLE 6 – PRICING

6.1. ELLISPHERE shall reserve the right to amend its pricing conditions during the term of the Contract. Any changes shall apply only to orders placed after the date on which the new pricing takes effect.

6.2. The prices of the Services shall be automatically revised each year on the anniversary date of the Contract, based on the SYNTEC index, according to the following formula:

$$P1 = P0 \times \text{latest available CI}$$

where: P1 = revised price; P0 = price in force on the date of the revision; CI = indexation coefficient calculated on 1 March of each year by applying the ratio between the SYNTEC index for the month of December of the previous year and the SYNTEC index for the month of December of the year before that. Any amendment to, or substitution of, this index shall apply automatically.

6.3. A minimum billing amount may apply, as specified in the Special Terms and Conditions.

ARTICLE 7 – PAYMENT TERMS

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

7.2. In the event of late payment, in addition to the legal fixed indemnity of forty (40) euros provided for in Article L.441-10 of the French Commercial Code and set by decree, late-payment penalties equal to three (3) times the applicable legal interest rate shall become payable on the day following the payment due date indicated on the invoice. Should the amount of the legal fixed indemnity be amended, the new amount shall automatically replace the amount stated in these General Terms and Conditions or in the payment terms set out in the Contract.

The late-payment penalties and the legal fixed indemnity shall be payable automatically and shall not preclude the application of an additional increase of the debt corresponding to all expenses incurred, of any nature whatsoever, for the recovery of the debt. Furthermore, all sums owed to ELLISPHERE shall become immediately payable.

ARTICLE 8 – LIABILITY - WARRANTIES

8.1. ELLISPHERE's obligations under the Contract are obligations of reasonable means (obligations de moyens under French law). In the event that ELLISPHERE's liability is established in respect of direct damages suffered by the Customer and exclusively attributable to a contractual fault by ELLISPHERE, such liability shall not exceed, for all heads of liability combined, per event and per “Contractual Year” meaning each period of twelve (12) months from the effective date of the Contract, an amount equivalent to one (1) time the fixed, pre-tax amount invoiced to the Customer for the relevant Contractual Year.

8.2. The Customer acknowledges being fully aware of the characteristics and constraints of the Internet, and in particular of the fact that the transmission of information and data over the Internet presents only a limited level of technical reliability despite any security measures that may be implemented.

It is the Customer's responsibility to take all necessary measures to ensure that its IT configuration allows it to access the Services and to view the Information, Data and Deliverables originating from ELLISPHERE, and to ensure its systems are protected against any intrusion or contamination.

The Customer accordingly acknowledges that ELLISPHERE shall not be liable in the event of unavailability or disruption of access to the Services, or in the event of alteration 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 (telephone failure, IT network outage, electricity cut, etc.), or a malfunction resulting from a defective computer or telecommunications equipment belonging to the Customer or made available to the Customer by a third party. In the event of a malfunction, unavailability or receipt of an unreadable message, the Customer shall contact ELLISPHERE directly.

Connection and data transfer operations are carried out under the Customer's responsibility. ELLISPHERE undertakes to use all necessary means to ensure the continuity of operation and the security of the Services, in accordance with professional standards and best practices.

8.3. ELLISPHERE warrants the conformity of the Services with the specifications described in its commercial and technical documentation. The Customer acknowledges having received from ELLISPHERE the advice and information necessary for the proper functioning of the Services.

8.4. Notwithstanding Article 8.3, ELLISPHERE may not be liable for any indirect damage of any kind whatsoever, including loss of business, loss of data or any other financial loss resulting from the use of Services provided by ELLISPHERE.

Likewise, ELLISPHERE shall not be liable for any damage resulting from any use of the Services, Deliverables, Information and/or Data by the Customer that does not comply with normal or intended use.

8.5. In providing the Services, Deliverables, Information and/or Data to its customers, ELLISPHERE is subject to an obligation of means (obligations de moyens under French law). The Information, Deliverables, Data and, more generally, the Services provided to the Customer constitute only a supplement to the information already available to the Customer and are intended solely to assist the Customer in its decision-making. The Customer therefore remains fully responsible for its choices, for assessing the risks it incurs, and for the decision it makes and the consequences it derives from the Information, Data, Deliverables and Services provided by ELLISPHERE.

8.6. ELLISPHERE's scoring code of ethics is available on its website at www.ellisphere.com.

ARTICLE 9 – CONFIDENTIALITY AND CONDITIONS OF USE

9.1. The Customer has secure access to the Services, Deliverables, Information and Data by means of a personal user ID and a confidential password. The Customer undertakes to change its password upon first access. The creation, use and management of passwords shall be strictly limited to the Customer's internal needs and are the sole and exclusive responsibility of the Customer.

The Customer undertakes to take all necessary measures to secure access to the Services, Deliverables, Information and Data, and to ensure that access is granted only to duly authorised persons. To preserve the confidentiality of the connection, the Customer undertakes to ensure that each employee uses a password which shall be changed as often as the Customer deems necessary. ELLISPHERE shall never be held liable in the event of theft of user IDs or passwords, or in the event of unauthorised use of access credentials.

The Customer undertakes to appoint a technical administrator responsible for managing the access rights granted by ELLISPHERE.

9.2. ELLISPHERE grants the Customer, for the duration 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 strictly for its internal and final use, for the purposes of its professional activity.

The Customer shall refrain from communicating, transmitting or transferring them to any third party, directly or indirectly, and in any manner whatsoever, including by granting sublicenses, whether free of charge or for consideration, in whole or in part, in any form whatsoever, failing which the Contract may be terminated with immediate effect and damages may be claimed.

As a consequence, the use of the Services and the communications of the Information, Data and Deliverables by the Customer to its various subsidiaries, including those that are 100% owned, is subject to the subscription of additional licences from ELLISPHERE.

Furthermore, the Customer is strictly prohibited from altering in any manner whatsoever the Deliverables, Information, Data and Services provided by ELLISPHERE, from duplicating, modifying, decompiling or disassembling them, from extracting them in whole or in part, for the purpose of producing other documents and/or products, including by adding to them or combining them with other data, in order to communicate or make them available to third parties.

It is the Customer's responsibility to take all necessary measures vis-à-vis its employees to secure access to the Services, Deliverables, Information and Data provided by ELLISPHERE, and to ensure compliance with its contractual obligations of confidentiality and non-disclosure. The Customer shall be liable for any unauthorised reproduction or communication of the Deliverables, Information and Data provided by ELLISPHERE, whether resulting from its own fault or negligence. The Customer shall indemnify and hold ELLISPHERE harmless from any third-party claim arising from the communication or disclosure, by any means whatsoever, directly or indirectly, of any Data, Information and/or Deliverables.

ARTICLE 10 – TERMINATION OF THE RELATIONSHIP

10.1. In the event of non-performance or improper performance by the Customer of its obligations as referred to in Articles 2.2, 5, 7, 8, 9, 11, 12, 13 and 14 of these General Terms and Conditions, which the Customer has failed to remedy within eight (8) calendar days following receipt of a registered letter with acknowledgement of receipt notifying the breach, ELLISPHERE reserves the right to terminate the Contract automatically and with immediate effect, without prejudice to any damages that may be claimed.

10.2. ELLISPHERE may also decide to suspend access to the Services as soon as a breach of the Customer's contractual obligations is established, and until such time as the Customer has remedied said breach.

10.3. Termination or non-renewal of the Contract shall immediately release ELLISPHERE from its obligations towards the Customer. As from the effective date of termination of the Contract, for any reason whatsoever, the rights granted to the Customer under the Contract shall cease immediately, and the Customer shall discontinue any use of the Services, Deliverables, Information and Data in any manner whatsoever.

Suspension, early termination or non-renewal of the Contract shall have no effect on the enforceability of the amounts still owed to ELLISPHERE. Any amounts already paid shall remain acquired by ELLISPHERE, and the Customer shall remain liable for the subscribed packages and Services ordered prior to the termination date.

ARTICLE 11 – INTELLECTUAL PROPERTY RIGHTS

11.1. ELLISPHERE remains the owner of (or the beneficiary of a licence for) all intellectual property rights of any kind relating to the Deliverables, Data, Information, studies, Databases, drawings, models, prototypes, and any other items created for the purpose of providing the Services to the Customer.

Therefore, the Customer shall refrain from reproducing or exploiting the Deliverables, Data, Information, study, Databases, drawings, models and prototypes, know-how, etc., beyond the rights granted to it under the Contract, without ELLISPHERE's prior written authorisation.

11.2. ELLISPHERE informs the Customer that the Database includes, in particular, data from the INSEE SIRENE Register, the RNCS provided by the INPI, and legal announcements published in the BODACC (A, B and C) by the DILA. The above-mentioned data remain the property of their respective holders.

11.3. The Contract entered into between ELLISPHERE and the Customer does not entail any transfer of intellectual property rights and/or ownership rights over the Services, Deliverables, Information and Data of which ELLISPHERE is the owner, or for which it has obtained a licence or right of use from a third party, and which are used or made accessible to the Customer in connection with the Services forming the purpose of the Contract.

ARTICLE 12 – PERSONAL DATA

12.1. ELLISPHERE is the publisher of a business Database that contains business-related data, some of which may qualify as personal data within the meaning of Regulation (EU) 2016/679 (GDPR) and of the amended French Data Protection Act of 6 January 1978 (Informatique et Libertés). In its capacity as data controller, ELLISPHERE certifies that the processing operations it carries out in this respect comply with the rules laid down by the above-mentioned Regulation and Act.

ELLISPHERE personal data protection policy is available on its website: www.ellisphere.com.

12.2. Protection of Customer's personal data

ELLISPHERE processes the personal data communicated by the Customer for the purposes of managing the contractual relationship (contracts, orders, invoicing, customer relations) as well as for prospecting activities, in compliance with the applicable regulation. ELLISPHERE acts as data controller for these processing operations.

These processing operations are necessary for the establishment and, where applicable, the performance of the Contract concluded between ELLISPHERE and the Customer, or for the performance of pre-contractual measures taken at the Customer's request. Failure by the Customer to provide certain personal data concerning it may prevent set up of the Contract and, where applicable, its proper performance.

ELLISPHERE is the sole recipient of the personal data relating to its customers.

Ellisphere has appointed a Data Protection Officer (DPO), whose contact details are as follow:

ELLISPHERE – DPO – Tour Franklin – 100-101 Terrasse Boieldieu – 92042 Paris La Défense Cedex.

Adresse E-mail : dpo@ellisphere.com

ELLISPHERE ensures that Customer's personal data are not retained for longer than is necessary for the purposes for which they were collected. Accordingly, such data are retained for the duration of the contractual relationship and for the applicable statutory limitation period, as well as for any other retention period imposed by applicable laws and regulations.

The Customer undertakes to provide the data subjects concerned with the information set out above.

12.3. Except where otherwise provided, the performance of the Contract does not entail ELLISPHERE and the Customer sharing purposes or means within a common set of processing operations. The transfer of data, including personal data, therefore takes place between two separate data controllers acting independently for their own processing activities.

Each data controller declares that it complies with the provisions of the amended French Data Protection Act No. 78-17 of 6 January 1978 and with the provisions of Regulation (EU) 2016/679 of 27 April 2016 on the protection of personal data (GDPR).

ARTICLE 13 – SUSTAINABLE DEVELOPMENT AND ANTI-CORRUPTION

13.1. In addition to the local social regulation applicable to them, ELLISPHERE and the Customer undertake to comply with the principles set out in the conventions of the International Labour Organisation.

13.2. Each Party undertakes not to offer, promise, accept or make any payments and/or gifts (whether money and/or any items of value and/or any advantage of whatever nature), directly or indirectly, to any person for the purpose of influencing or inducing anyone to influence decisions. ELLISPHERE invites the Customer, where applicable, to consult its code of ethics published on its corporate website.

For the provisions applicable to them, ELLISPHERE and the Customer undertake to comply with French Act No. 2016-1691 of 9 December 2016 on transparency, anti-corruption and the modernisation of economic life (Loi Sapin II) and to observe the highest ethical standards in the conduct of their activities.

ARTICLE 14 – ASSIGNMENT

The Contract may not be assigned, in whole or in part, by the Customer to any third party without ELLISPHERE's prior written consent.

ELLISPHERE may assign all or part of the rights and obligations under the Contract to its successor, its assignee, or any entity directly or indirectly controlled by ELLISPHERE, subject to prior written notice to the other Party from ELLISPHERE.

ARTICLE 15 – JURISDICTION AND APPLICABLE LAW

15.1 Any disputes arising out of or in connection with the interpretation or performance of the Contract shall be submitted to the competent courts of PARIS, including in summary proceedings and/or in the event of multiple defendants.

15.2 The law applicable to the Contract is the French law, to the exclusion of its conflict-of-law rules.