General Terms and Conditions

The General Terms and Condition of Sale pertaining to the Main Contract signed on 06 February 2014 Between the MCCI and Ellisphere (refer to section A) shall apply "MUTATIS MUTANDIS" on a Back to Back basis to the Contract between **MCCI** and the **Client**.

The MCCI shall not be liable for the quality, timeliness or accuracy of the services provided by Ellisphere. Any claim of this nature shall be sent to the MCCI who shall relay such claim to Ellisphere.

Section A

General Terms and Conditions of Sale between MCCI and Ellisphere

ARTICLE 1 - SCOPE OF APPLICATION

These general terms and conditions of service (hereinafter, the «Terms and Conditions») specify the conditions under which the company Ellisphere registered in the Nanterre Trade and Companies Register under number 482 755 741 will provide business information services and data solutions to the Client.

These Terms and Conditions will be supplemented by special terms and conditions describing the services provided to Client for each type of contract in detail.

1.2. The special terms and conditions governing the various service contracts take precedence over these Terms and Conditions.

1.3. In the event any provisions of the General Terms and Conditions or special terms and conditions cease to be valid, the remaining provisions of the General Terms and Conditions and special terms and conditions will continue to apply.

ARTICLE 2 – CONTRACT

2.1. These Terms and Conditions enter into effect the date they are accepted by Client. They will be possibly supplemented by special terms and conditions for certain services. The contract (hereinafter referred to as the «Contract») will be formed by Client's acceptance of the special terms and conditions and/or after completing the order form, following which all provisions of the Contract for the provision of services to Client by Ellisphere will apply.

2.2. These Terms and Conditions take precedence over any other document, including Client's terms and conditions of purchase.

2.3. Any order for services that is duly accepted by Ellisphere will be payable in full by Client.

ARTICLE 3 - SERVICE PROVISION

The services requested by Client will be provided as of the effective date of the Contract as specifi ed in the special terms and conditions of serviceand/or in the order form, subject to payment of the price for said services inaccordance with Article 7 of these General Terms and Conditions.

3.1. Business Information and Data Solution Services

3.1.1. The information provided by Ellisphere will be based on a review andanalysis of objective economic and fi nancial criteria. Ellisphere shall be thesole judge of the resources to be allocated and sources to be consultedto provide the information and data solution services. Information will beprovided without any warranty from Ellisphere, which may not be held liabletherefor in any manner. Information will be supplied to Client on the basis ofthe data available in Ellisphere's database when reviewed or copied.

Information content and presentation may be modifi ed, deleted orsupplemented based on changes to the services or in applicable regulations.

3.1.2. Certain of the business information and data solutions servicesprovided by Ellisphere contain data obtained from the SIRENE database; said data are subject to INSEE's (National Institute of Statistics and Economic Studies) general terms and conditions of access and disclosure, a copy of which can be obtained by Client if it so desires.

3.1.3. Client is reminded that the solicitation of any private individual by fax, automatic dialing device or e-mail is prohibited without the individual's prior, express consent. Client will be liable for the use of such data and must use it in accordance with applicable laws and regulations.

In this context and for the e-mailing business transactions in particular, the Client preserves Ellisphere from any claims made by the Client or from third parties relating to the use of fi les with registered email.

ARTICLE 4 - TECHNICAL ASSISTANCE

Client may obtain technical assistance by contacting Ellisphere' Client Relations Department by telephone (+33 (0) 825 123 456; calls will be charged at the applicable rate) or e-mail (relations-clients@ellisphere.fr).

ARTICLE 5 - PERSONAL DATA

Whenever these services include free-format text fi elds, the content will be under Client's exclusive control and Client accepts sole responsibility and liability to all third parties for the content written and recorded therein.

Client agrees to comply with all laws and regulations concerning personal data storage and further agrees to only record relevant information which is necessary for the business relationship and remain completely neutral in its selection of wording and expressions used. Accordingly, Ellisphere may not be held liable for the content written and recorded by Client in said free-format text fi elds, and Client will not hold Ellisphere liable for any loss or damage caused by the content of said fi elds. If these provisions are violated, Ellisphere will be entitled to suspend access to the free-format text fields without prior notice, in which case Client will not be entitled to claim any compensation whatsoever. Ellisphere will also be entitled to terminate the Contract.

ARTICLE 6 - PRICES

6.1. Ellisphere reserves the right to modify the pricing terms and conditions during the contractual term. Changes will only apply to orders placed after the modifi cation date. Ellisphere promises to inform Client of any change in its prices, at least one month before said change takes effect, by any means (e-mail, information posted on the website, in statements, in invoices, etc.).

If Client does not accept the new conditions, Ellisphere reserves the right toterminate the Contract ipso jure.

6.2. The prices of the services will be automatically reviewed once a year on the Contract's anniversary date to refl ect changes in the SYNTEC benchmark index by applying the following formula:

P1 = P0 x last available CI

Where: P1 = new price, P0 = applicable price on review date, CI = price multiplier calculated as at March 1 of each year based on the 'SYNTEC index for the previous December/SYNTEC index for the following year' ratio.

Any change or replacement affecting the index will apply ipso jure.

6.3 Counting and compensation

A minimum charge may be applied on the order form and/or price quotation and/or special conditions.

ARTICLE 7 - PAYMENT TERMS

7.1. Invoices issued by Ellisphere are payable 30 days after the invoice date.

In the event of any deterioration in Client's fi nancial situation, Ellisphere reserves the right to request payment upon invoice receipt, in which event it will inform Client at least one month in advance in any manner (e-mail, message displayed on the website, statements, invoices, etc.).

7.2. In the event of late payment, in addition to the legal fl at fee of forty (40) euros laid down in Article L. 441-6 of the Commercial Code and established by Decree, late payment penalties equal to three times the current rate of legal interest shall be payable on the day following the due date indicated on the invoice. Should the amount of the fl at fee be changed, the new amount will automatically replace the one indicated in the Terms & Conditions or terms of settlement.

The penalties and the fl at fee are payable by Law and shall not preclude the application of any additional costs for from being added to the debt, so long as these are not in excess of the costs which have been incurred for the recovery of the debt. Moreover, all sums due to Ellisphere shall become payable immediately.

ARTICLE 8 - LIABILITY - WARRANTIES

8.1. The obligations accepted by Ellisphere under the Contract are "best endeavors" obligations. If Ellisphere is found to have sole liability for anydirect loss suffered by Client and is required to pay damages, said damages may not exceed €5,000 per year for all instances of liability and all cases of non-compliance during that year.

8.2. Client declares that it is familiar with the characteristics and constraints of the Internet and, in particular, aware of the relative level of technical reliability when transmitting information and data over the Internet, despite the security measures that may be implemented.

Client will be responsible for taking the action required to ensure that its IT system confi guration enables it to access the services and view the information provided by Ellisphere and to protect itself against hacking and viruses.

Client accordingly acknowledges that Ellisphere may not be held liable for any unavailability of or interruption in the services or for any damage to data caused by a force majeure event, a strike, hacking, unauthorized access, any other events beyond its control (failure of the phone system or computer network, power failure, etc.), or any malfunction caused by faulty IT or telecommunication equipment belonging to Client or used by it but belonging to a third party. In the event of any malfunction, unavailability, or receipt of an illegible message, Client should contact Ellisphere directly.

Client will be responsible for all connections and data transfers. Ellisphere agrees to allocate all the necessary resources in accordance with industry practices to ensure continuity of its business operations and the security of the services.

8.3. Ellisphere warrants that the services will comply with the specifi cations contained in the commercial and technical documentation. Client acknowledges that Ellisphere has provided it with the advice and information necessary for the successful provision of the services.

8.4. the provisions of Article 8.3, Ellisphere may not be held liable for any consequential loss or damage of any kind whatsoever, including any operating losses, lost data or any other fi nancial loss resulting from the use of services it provides.

Similarly, Ellisphere may not be held liable for any loss or damage caused by any abnormal use of the services by Client.

8.5. Business Information and Data Solution Services Ellisphere has a "best endeavors" obligation to provide information to its clients. The information supplied to Client is designed solely to supplement information Client obtains elsewhere and assist it in its decision-making processes. Accordingly, Client may unilaterally reach decisions by assessing the potential risks and accepts full responsibility for the decisions it reaches and the conclusions it draws from the information provided by Ellisphere.

ARTICLE 9 - CONFIDENTIALITY

9.1. Client will be given secure access to the data using a username and confi dential password. Client undertakes to change its password when it fi rst uses the services. The password creation, use and management must be strictly limited on the basis of Client's internal needs; Client will be fully and solely responsible and liable therefor. Client promises to take all necessary measures to protect data access and ensure they are only accessible by duly authorized individuals. Client agrees not to disclose to any third party, for consideration or at no cost, all or part of the information it receives pursuant to the Contract. In order to protect connection confi dentiality, Client agrees that each employee will use a password which will be changed as frequently as Client deems necessary. Ellisphere does not accept liability and may not be held liable in the event of the theft of usernames, passwords or any unauthorized access.

Client agrees to appoint a technical administrator who will be responsible for managing access to the services provided by Ellisphere.

9.2. Business Information and Data Solution Services Ellisphere grants Client a non-exclusive right to use the data provided and/ or accessed. Information is provided to Client on a confi dential and personal basis and is reserved for its internal use only as the end-user for the purposeof Client's business needs in accordance with its corporate purposes. Client agrees not to disclose or transmit all or part of the information in any manner whatsoever or transfer it for consideration or at no cost, using any medium whatsoever, subject to immediate termination of the Contract and the award of damages. Client is responsible for taking all necessary actions with its employees to secure access to information received from Ellisphere and ensure compliance with its contractual confi dentiality and non-disclosure obligations. Client may be held liable for

any unauthorized reproduction ordisclosure of information received from Ellisphere, through its own actions or its negligence. Client will hold Ellisphere harmless against any claim by any third party concerning the application or disclosure of messages andinformation.

ARTICLE 10 - TERMINATION OF THE RELATIONSHIP

10.1. If Client fails to perform any of its obligations under the Contract, in particular to pay any amounts owed to Ellisphere, and fails to cure said breach within eight (8) calendar days of the date of receipt by Client of a letter sent by certifi ed mail, return receipt requested, giving notice of the breach, Ellisphere reserves the right to terminate the Contract ipso jure, without prejudice to the payment of damages.

10.2. Ellisphere may also decide to suspend access to the services as soon as it determines that Client has failed to fulfi ll its contractual obligations.

10.3. Termination or non-renewal of the Contract will immediately release Ellisphere from any obligation to Client. All outstanding amounts owed to Ellisphere will remain due in the event of the suspension, early termination or non-renewal of the Contract. All amounts paid will be retained by Ellisphere and Client will continue to owe the fi xed fees and other amounts for any services ordered prior to the termination date.

ARTICLE 11 - INTELLECTUAL PROPERTY RIGHTS

Ellisphere will retain ownership of all intellectual property rights relating to the studies, database, designs, models, prototypes, etc., completed or created in order to provide the services to Client. Client accordingly agrees not to reproduce or use said studies, database, designs, models and prototypes, etc., without the prior, written and express authorization of Ellisphere.

ARTICLE 12 - DATA PROTECTION

12.1. Services certifi es that it has notifi ed the French data protection authority (CNIL) that it processes personal data. Ellisphere will be the sole recipient of all personal data supplied by Client, which will be used solely in order to manage the Contract. Said data may be transferred to Ellisphere' partners when necessary, some of which may be located outside of the European Union.

12.2. In accordance with the French Data Protection Act 78-17 of January 6, 1978, as amended by the Act on the Processing of Personal Data of August 6, 2004, Client is entitled to access, modify or delete the personal data concerning it. To do so, Client may contact Ellisphere at the following address: Ellisphere, Service Relation Client, 37/39 Rue Sergent Michel Berthet, 69009 Lyon Cedex 09, telephone: +33 (0)825 123 456 (€0.15 including taxes/minute) - e-mail: relations-clients@ellisphere.fr.

12.3. Ellisphere may use Client's personal data to provide it with information on new products and services or information on existing products and services. Client may object to such use at any time by contacting Client relations department at the above address or by checking the relevant box on the special terms and conditions.

12.4. Client promises to provide the above information to all concerned individuals.

ARTICLE 13 - ASSIGNMENT

Client may not assign all or part of the Contract to a third party without theprior written agreement of Ellisphere. Ellisphere may assign all or some of the rights and obligations created by this Contract to its successor, assignee or any entity directly or indirectly controlled by Ellisphere, provided it gives the other party written notice.

ARTICLE 14 - CHOICE OF FORUM – APPLICABLE LAW

14.1. dispute arising in connection with the interpretation or performance of the Contract will be heard before the courts with jurisdiction within Paris, including in the event of an urgent or interim application and/or multiple defendants.

14.2. The Contract will be governed by French law