

SPECIAL TERMS AND CONDITIONS FOR SERVICES

(Audit, Direct Assistance, certification, consulting, coaching and training services)

PC SOFT INFORMATIQUE ("PCSoft")

Version dated June 8, 2026

In addition to PCSoft's General Terms and Conditions of Sale (the "**GTC**"), any CLIENT purchasing or benefiting from one or more services offered by PCSoft expressly agrees to these Special Terms and Conditions for Services (the "**Service Terms**").

These Service Terms are intended to govern all audit, Direct Assistance, certification, consulting, coaching and training services provided by PCSoft. In the event of any inconsistency or conflict, the following order of precedence shall apply: (i) the Order Form or any specific document executed by the Parties, (ii) these Service Terms, (iii) the GTC and, where applicable, (iv) the licence agreements.

1. Definitions

For the purposes of these Service Terms, the following terms shall have the meanings set out below:

"**Direct Assistance**" has the meaning given to it in Article 2.6;

"**Order Form**" means any quotation, commercial proposal, purchase order, agreement or equivalent document accepted by the CLIENT and describing the Services ordered;

"**CLIENT**" means the contracting party of PCSoft;

"**Minute Credits**" has the meaning given to it in Article 2.6.2;

"**Deliverables**" means, as applicable, any reports, summaries, training materials, recommendations or any other document expressly identified in the Order Form;

"**Subscription Period**" has the meaning given to it in Article 2.6.2;

"**Professional Services**" means, collectively, the Direct Assistance, certification, audit, consulting, coaching and training services provided by PCSoft.

2. Scope of the Professional Services

In addition to the marketing of its software, PCSoft may offer the CLIENT the following Professional Services, which shall relate exclusively to PCSoft products, tools, technologies and environments, unless expressly otherwise provided in the Order Form.

2.1 Audit

PCSoft may offer audit services, including, in particular, code audits, migration audits and web-enablement audits. Unless expressly otherwise provided, an audit consists of a one-off analysis carried out on the basis of the materials, source code, files, access rights, information and explanations provided by the CLIENT.

- A code audit consists of a static analysis of a project or project components provided by the CLIENT, with a view to identifying areas for improvement, possible development paths and general recommendations.
- A migration audit consists of the analysis of a CLIENT project in connection with its review against

a new version of PCSoft tools, with a view to identifying points of attention and useful recommendations for the migration.

- A web-enablement audit consists of the analysis of a CLIENT project with a view to identifying the elements that may be reused in a web-enablement context, those that cannot be so reused and, where applicable, technical alternatives or best practices.

Unless otherwise provided in the Order Form, any audit service shall result in the delivery of a report, summary or debriefing note.

2.2 Consulting

Consulting consists of a one-off technical advisory service relating exclusively to products developed by PCSoft. The purpose of this service is to provide the CLIENT with targeted expertise relating, in particular, to the use, configuration, technical orientation or analysis of difficulties encountered in connection with the use of PCSoft products.

Unless expressly agreed otherwise, consulting does not include any specific development, corrective maintenance, operational management of the CLIENT's information system, or intervention on third-party products. Consulting services shall not give rise to the delivery of any report, summary or debriefing note.

2.3 Coaching

Coaching consists of a personalised technical support service relating exclusively to PCSoft products. Depending on the Order Form, it may include project follow-up, regular exchanges with an experienced PCSoft consultant, reviews of work performed, as well as assistance and advice relating, in particular, to architecture, development and the user interface.

The purpose of coaching is to support the CLIENT in its own choices and work; it shall not replace either the CLIENT's project management role or its decision-making responsibility. Coaching services shall not give rise to the delivery of any report, summary or debriefing note.

2.4 Training

2.4 Training

Training consists of the provision of skills-transfer services relating to PCSoft products, tools and technologies. Its purpose is to enable participants to acquire, strengthen or improve their theoretical and practical knowledge, in accordance with the terms set out in the Order Form, the training agreement or the applicable commercial documentation.

Unless otherwise expressly agreed, training shall not constitute a certification, an official validation of competence, or a commitment as to the level individually achieved by each participant.

Where the Professional Services include vocational training activities, such activities shall be performed in accordance with the statutory and regulatory provisions applicable to training organisations.

Where applicable, PCSoft acts as a registered training organisation under the activity declaration number communicated in advance by PCSoft to the CLIENT. Such activity declaration shall not constitute State accreditation.

Where the relevant training is eligible for funding by public or pooled funds, including by an OPCO, the French personal training account (compte personnel de formation), France Travail or any other funding

body, PCSoft shall inform the Client, prior to the order, whether the relevant training falls within the scope of its quality certification, including Qualiopi certification.

Financial coverage of training by a third-party funding body is never guaranteed by PCSoft, unless expressly agreed otherwise. The Client shall be solely responsible for submitting, under its own responsibility, any application for funding, prior approval, enrolment or validation to the relevant funding body. In the event of a total or partial refusal of funding, withdrawal of funding, late payment or non-payment by the third-party funding body, the Client shall remain liable to PCSoft for all amounts due in respect of the training ordered, unless otherwise required by mandatory law.

For each training activity, PCSoft shall provide the Client with the relevant information relating in particular to the learning objectives, target audience, prerequisites, programme, duration, teaching methods, access arrangements, access timeframes, supervision arrangements, assessment methods, price, and the terms governing the issuance of end-of-training documents.

Participants shall be subject to the internal rules of PCSoft's training organisation, which shall be communicated or made available to them before the start of the training. Such internal rules shall specify, in particular, the main measures applicable in relation to health, safety and discipline, and, where applicable, the arrangements for the representation of participants.

PCSoft shall implement assessment methods appropriate to the nature of the training, which may include, in particular, questionnaires, exercises, practical scenarios, tests, attendance sheets, connection logs, immediate or delayed evaluations, or any other mechanism enabling participation, attendance and/or acquisition of knowledge to be assessed. Upon completion of the training, PCSoft shall provide the Client and/or the participant, as applicable, with the relevant end-of-training documents, including a training certificate, an attendance certificate or any document required under the applicable funding scheme.

Where training is delivered remotely, the technical arrangements for access, identification, attendance monitoring, connection, attendance signing, technical support and assessment shall be specified in the quotation, programme, invitation notice or any other document provided to the Client. The Client shall be responsible for making available to participants the equipment, network access, software, rights and technical prerequisites necessary to attend the remote training.

PCSoft shall take into account, under reasonable conditions and subject to feasibility, the accessibility needs of persons with disabilities. The Client undertakes to inform PCSoft, sufficiently in advance of the start of the training, of any situation requiring specific adjustments. PCSoft may refer the Client or the participant to its disability officer or to any competent contact person in order to assess the adjustments that may be envisaged.

Where the training is entered into directly with an individual undertaking training on a personal basis and at his or her own expense, a vocational training contract shall be drawn up in accordance with the applicable provisions of the French Labour Code. In such case, the participant shall benefit from the statutory ten-day withdrawal period from the date of signature of the contract. No amount may be required before the expiry of that period, and the payment terms shall be those provided for by the applicable statutory provisions.

Where the training is funded or may be funded by an OPCO, the French personal training account (compte personnel de formation), France Travail or any other third-party funding body, the terms governing cancellation, postponement, funding, evidence of attendance, invoicing and payment may be supplemented or adapted to take account of the rules specific to the relevant funding scheme. Such rules shall not, however, limit PCSoft's right to invoice the Client for the amounts contractually due where the

cancellation, absence, withdrawal, lack of attendance or impossibility of performing the training is attributable to the Client, its employees, representatives, designated participants or any person for whom it is responsible, unless otherwise required by mandatory law.

Any cancellation or request to postpone training must be notified in writing to PCSoft in accordance with the terms set out in Article 8 below. Where the cancellation or postponement occurs late, or where the designated participant fails to attend the training, the amounts provided for in said Article shall remain due, subject to the mandatory rules applicable to training funded by a third-party funding body or entered into with an individual on a personal basis and at his or her own expense.

Where any cancellation, postponement or no-show penalty is not covered by the funding body, such penalty may be invoiced directly to the Client, provided that it results from a cancellation, postponement, absence, withdrawal or breach attributable to the Client, its employees, designated participants, representatives or agents.

2.5 Certification

PCSoft may also offer a certification system for its WINDEV Suite software, intended for its CLIENTS, enabling the level of proficiency of a user of the WINDEV Suite software to be assessed.

Such certification shall be carried out by level, in accordance with a scoring system based on a total of 1,000 points.

The certification results shall be ranked according to a classification established by PCSoft, which may be disclosed to third parties.

The certification shall be completed entirely online by the candidate. An identity verification process shall be implemented at the start of the session.

Throughout the certification session, monitoring measures shall be implemented, including, in particular, screen activation and webcam monitoring.

An automatic validation process for the candidate's hardware and software configuration shall be implemented.

Candidates for certification shall receive a practical guide in digital format, reminding them of the conduct and procedure of the examination.

Each certification shall be valid for a period of one (1) year from the date on which it is issued by PCSoft.

Each certification shall incorporate the latest features and developments of the WINDEV Suite software, as well as best practices for the use of such software.

At the end of the examination and following validation by a representative designated by PCSoft, candidates shall be issued with a document certifying the result obtained, including an authentication mechanism, which the candidate may share with third parties. The list of assessed skills shall be specified in the certification document..

2.6 Direct Assistance

2.6.1 Principle

In the event that the CLIENT encounters difficulties in using PCSoft products, PCSoft may, at the CLIENT's request, provide personalised assistance intended to support the CLIENT in the installation, configuration, familiarisation with and use of PCSoft products ("**Direct Assistance**").

The purpose of Direct Assistance is to support the CLIENT in the use of PCSoft products, in particular for the analysis of a usage-related difficulty, assistance with configuration, technical guidance, identification of a workaround for the difficulty encountered or, more generally, support in connection with any difficulty in using PCSoft products.

It is expressly agreed that Direct Assistance is intended to help resolve, as promptly as possible, a blocking situation encountered by the CLIENT and does not include:

- the development or rewriting of programs on behalf of the CLIENT;
- the provision of consulting, coaching, audit, structured training, integration or application maintenance services, including services corresponding to other Professional Services referred to herein;
- intervention on third-party products or environments, except where they are directly necessary to understand an incident relating to the use of PCSoft Products;
- any obligation to correct defects, any obligation to achieve a specific result, any obligation of continuous availability, or any service level commitment (SLA); or
- on-site interventions.

PCSoft shall freely determine the human and technical resources allocated to the service. PCSoft shall endeavour, to the extent possible, to ensure continuity of follow-up, without this constituting an obligation to provide a single dedicated contact person. In any event, PCSoft shall use its best efforts to implement Direct Assistance within sixteen (16) business hours following the CLIENT's request.

PCSoft reserves the right to redirect the CLIENT to another competent department or to refuse to provide Direct Assistance depending on the complexity and size of the projects carried out by the CLIENT.

2.6.2 Minute Credits

The CUSTOMER having subscribed to Direct Assistance shall have a package of hours credited to its account, as well as a contact person assigned by PCSoft. Direct Assistance shall be provided in French, orally or in writing, or in English in writing only.

Several plans are available and may evolve in accordance with PCSoft's commercial offers. As of the date hereof, the available plans are: (i) 3 hours, (ii) 4 hours, (iii) 6 hours, (iv) 10 hours, (v) 30 hours or (vi) 60 hours.

Any service performed under Direct Assistance shall be deducted on a per-minute basis (the "**Minute Credits**"). Such deduction shall include, in particular, calls, email exchanges, analysis time, preparation, testing, reproduction, installation, call-backs, follow-up, remote maintenance or the handling of a support case.

The minimum deduction per request, contact or case shall be fifteen (15) Minute Credits, and thereafter in increments of fifteen (15) minutes, it being specified that any fifteen (15)-minute increment

commenced shall be fully consumed, unless a specific rule is communicated to the CUSTOMER.

Unless otherwise stipulated in the Purchase Order, the Minute Credits shall be valid for a period of twelve (12) months from the opening of the rights on the CUSTOMER's account (the "**Subscription Period**"), with tacit renewal for successive Subscription Periods of twelve (12) months, unless terminated in writing by the Customer no later than two (2) months before the end of each Subscription Period.

Any Minute Credits not used upon expiry of the Subscription Period shall be definitively forfeited. They shall not be carried over to any subsequent period or package, refunded, or converted into any other service or any sum of money. It is expressly agreed that the price of the package remunerates the availability of the Direct Assistance service during the Subscription Period, and not a guaranteed number of services actually performed.

Any request registered or handled by the Direct Assistance service shall be deducted, including where the response leads to the finding that the issue originates from the PCSoft tool, the environment, the configuration, the CUSTOMER's developments, a third-party product, or improper use.

The CUSTOMER shall be solely responsible for its internal control over the persons authorised to use the service. Any credit consumed further to a request made by an authorised person, or by a person identified as such by means of the authentication credentials communicated, shall be deemed validly consumed.

PCSoft shall provide the CUSTOMER, for information purposes, with a statement of the credits consumed when the rights are close to expiry, or at any other reasonable frequency determined by PCSoft.

In the event of a reasoned objection to a statement, the CUSTOMER shall notify such objection within thirty (30) days from its issuance. Failing this, the statement shall be deemed accepted.

The CUSTOMER acknowledges that the use of Direct Assistance is limited to forty-five (45) minutes and undertakes, beyond that limit, to use another form of Professional Services if its need for support persists, in coordination with PCSoft's teams.

2.6.3 Option for the Storage of Technical Materials

If the CUSTOMER expressly elects the storage option provided herein or in any applicable commercial document, PCSoft may retain, for the purposes of Direct Assistance, certain technical materials of the CUSTOMER, including code, libraries, executables, diagrams, sample data or any other agreed materials.

Such retention shall be solely for the technical purposes of Direct Assistance. It shall not constitute a backup, legal archiving, or a deposit guaranteeing the restitution or long-term preservation of the materials provided.

The CUSTOMER shall remain responsible for:

- the lawfulness of the materials provided;
- the absence of any virus, malicious code or compromise mechanism;
- the provision of the tools or passwords reasonably necessary for their use where this has been agreed.

The time spent receiving, checking, downloading, copying, preparing, indexing or returning such materials shall be deducted from the Minute Credits, unless specific pricing has been agreed.

3. Performance of the Services

PCSoft shall provide the Professional Services as a service provider subject to a best-efforts obligation.

PCSoft undertakes to mobilise, with due diligence, the skills and resources it deems appropriate to perform the assignment in accordance with good industry practice, professional standards and the scope defined in the Order Form.

The intervention schedules communicated by PCSoft are indicative only. Unless otherwise specified, one intervention day shall correspond to seven (7) hours of effective work. To the extent possible, the PCSoft consultant shall endeavour to comply with the CLIENT's time constraints, without this constituting a firm commitment.

The Professional Services may be performed remotely or on site, in accordance with the terms set out in the Order Form. Any name of a consultant indicated by PCSoft is provided for information purposes only; PCSoft may replace such consultant with any person having equivalent qualifications.

In the context of a Professional Service consisting of training, the CLIENT undertakes to comply with any internal rules or codes of conduct applicable to the premises where the training takes place.

4. CLIENT's Cooperation Obligations

The proper performance of the Professional Services requires the CLIENT's active cooperation. Accordingly, the CLIENT undertakes, in a timely manner, to:

- provide PCSoft with accurate, complete and up-to-date information, documents, code, access rights, environments and explanations;
- appoint a competent and available contact person throughout the duration of the Professional Service;
- make available, where required, a test environment, as well as the technical and logistical resources necessary for the intervention;
- carry out, or procure the carrying out of, appropriate backups of its data, projects, environments and configurations prior to any sensitive intervention;
- obtain all authorisations, rights and consents necessary to enable PCSoft to lawfully intervene on the relevant systems, projects, environments, data, premises or tools, including where these belong to a third party;
- ensure, in the case of training services, that participants have the prerequisites, equipment and availability reasonably required.

In the event of a breach by the CLIENT of its cooperation obligations, PCSoft may suspend, limit, reschedule or adapt the Professional Service. The time mobilised, reserved time slots and expenses incurred shall remain payable, except in the event of PCSoft's sole fault.

5. Deliverables and Debriefing

Where the Professional Service gives rise to the delivery of a Deliverable, such Deliverable shall be prepared on the basis of the available materials and the scope defined in the Order Form. Unless otherwise provided, Deliverables are intended for information, decision-support, summary or knowledge-transfer purposes.

Unless the CLIENT notifies PCSoft in writing of reasoned objections within ten (10) business days from delivery of the Deliverable, the relevant Professional Service shall be deemed to have been performed in accordance with the Order Form. Any objections must be sufficiently detailed to allow them to be analysed. In the event of a justified objection, PCSoft may, at its option, correct or supplement the Deliverable strictly to the extent necessary.

6. Limitations Specific to the Professional Services

6.1 Common Provisions

The recommendations, analyses, guidance and materials provided by PCSoft are formulated on the basis of the information available as at the date of the intervention and within the agreed scope. They shall not relieve the CLIENT from carrying out its own verifications and making its own technical, budgetary, operational, legal or compliance assessments and decisions.

Unless expressly otherwise provided, the Professional Services do not include the correction of defects, remediation, specific development, maintenance, operation, ongoing administration of environments, or permanent monitoring of the CLIENT's systems or projects.

Given the nature of the Professional Services, PCSoft does not warrant the resolution of each difficulty submitted, the absence of errors, the compatibility of all of the CLIENT's environments, or the continuity or availability of the Professional Services.

PCSoft shall not be held liable for the consequences of:

- the CLIENT's technical choices, developments, configurations, deployments, backups or decisions;
- defects, failures or unavailability affecting the CLIENT's networks, hardware, systems, third-party services or environments;
- the CLIENT's use of the recommendations or materials provided by PCSoft without appropriate prior testing;
- any intervention carried out on a production environment at the CLIENT's request or with the CLIENT's consent.

In any event, PCSoft's total aggregate liability, for all causes combined, shall be limited to the amount, exclusive of taxes, actually paid by the CLIENT to PCSoft during the twelve (12) months preceding the event giving rise to liability.

6.2 Limitations Specific to Audit Services

An audit constitutes a one-off snapshot based on the elements observed and/or provided at the time of the intervention. PCSoft does not warrant the exhaustive identification of all defects, vulnerabilities, faults, non-compliances or risks, in particular where they are latent, intermittent, non-reproducible,

dependent on third-party elements or outside the agreed scope.

PCSoft does not warrant the achievement of any given level of security, the obtaining of any certification, or the absence of any incident, defect, intrusion, regression or non-compliance after the audit.

Where the Order Form provides for intrusive testing, attack simulations, active verification operations or access to third-party environments, the CLIENT represents that it is acting within a lawful framework and has obtained all required authorisations. Signature of the Order Form shall constitute an instruction and authorisation given to PCSoft to perform the audit operations expressly provided for therein, strictly within the agreed scope.

6.3 Limitations Specific to Consulting and Coaching

Consulting and coaching are intended to assist the CLIENT in its considerations, choices and work. Decisions relating to design, development, deployment, security, compliance or production release shall remain, ultimately, the CLIENT's responsibility. PCSoft does not warrant that any recommendation given will be suitable for any context of use other than that described during the Professional Services.

6.4 Limitations Specific to Training

Training is intended to transfer knowledge and best practices. PCSoft does not warrant the complete assimilation of the content by each participant, the attainment of any given level of competence, or the success of any project, examination or certification, unless expressly agreed otherwise.

The CLIENT undertakes not to record the training content, whether by audio, audiovisual or transcription means, and shall in any event refrain from disclosing to any third party any materials or content received during the training.

7. Financial Terms

Prices, invoicing terms, expenses, payment deadlines and the consequences of late payment shall be governed by the GTCs and, where applicable, by the Order Form. Unless otherwise provided, any hour, half-day or day scheduled and not used due to the CLIENT shall be deemed consumed and shall be neither carried forward nor refunded.

Professional Services performed beyond the scope initially agreed, as well as any additional request from the CLIENT, may be subject to a quotation, an additional Order Form or additional invoicing.

8. Cancellation, Rescheduling and Validity of Order Forms

Any request by the CLIENT to cancel or postpone a Professional Service must be made in writing.

- In the event of cancellation or postponement occurring within three (3) weeks prior to the start of the relevant Professional Service, PCSoft may invoice compensation equal to fifty per cent (50%) of the price of the relevant Professional Service.
- In the event of cancellation or postponement occurring within seven (7) days prior to the start of the relevant Professional Service, PCSoft may invoice compensation equal to one hundred per cent (100%) of the price of the relevant Professional Service.

The above compensation shall apply without prejudice to the reimbursement of any expenses already incurred by PCSoft where such expenses have been expressly accepted or are non-recoverable.

The Professional Services ordered must be commenced within a maximum period of six (6) months from acceptance of the Order Form, or two (2) months in the case of training-related Professional Services, unless otherwise agreed. Failing commencement or completion of the Professional Services within such period for any reason not exclusively attributable to PCSoft, PCSoft may invoice the relevant Professional Services.

PCSoft shall also be entitled to postpone or cancel any of its Professional Services, provided that it duly informs the CLIENT by any means, whether oral or written, at least seventy-two (72) hours before the scheduled date of the Professional Service, without notice in the event of force majeure within the meaning of Article 1218 of the French Civil Code.

By way of derogation from the foregoing provisions, where the relevant Professional Service constitutes a training activity funded or capable of being funded by an OPCO, the French personal training account (compte personnel de formation), France Travail or any other funding body, any cancellation, postponement, absence or withdrawal penalties shall apply subject to the mandatory rules specific to the relevant funding scheme. In all cases, any amounts not covered by the third-party funding body as a result of cancellation, postponement, absence, withdrawal or lack of attendance attributable to the CLIENT, its employees, designated trainees, agents or representatives may be invoiced directly to the CLIENT.

9. Miscellaneous

The other provisions of PCSoft's GTCs shall remain fully applicable, unless expressly otherwise provided in these Specific Terms and Conditions for Professional Services or in the Order Form.

Should any provision hereof be declared null and void, unenforceable or inapplicable, the remaining provisions shall remain in full force and effect.

The headings used herein are for convenience only and shall not affect the interpretation of the clauses.