

General Terms and Conditions of Sale

PC SOFT INFORMATIQUE

(the “**General Terms and Conditions**”)

Version 1.6 dated 25 March 2026

DEFINITIONS

The “**COMPANY**” means PC SOFT INFORMATIQUE SAS, a simplified joint-stock company (société par actions simplifiée) having its registered office at 3 rue de Puech Villa – 34090 Montpellier, France, registered with the Montpellier Trade and Companies Register under number 330 318 270.

The “**CUSTOMER**” means any professional acting in the course of its business activity (to the exclusion of any consumer or non-professional within the meaning of the French Consumer Code) which purchases or subscribes to any SOFTWARE offered by the COMPANY, solely for professional use. In this respect, each Customer undertakes, prior to placing any Order, to provide the COMPANY with an up-to-date Kbis extract (or equivalent document), evidence of the authority of the person responsible for making the purchase from the COMPANY and, where applicable, its intra-Community VAT number. The COMPANY reserves the right to reject any Order from any CUSTOMER unable to evidence its professional status.

The COMPANY and the CUSTOMER are hereinafter referred to collectively as the PARTIES and individually as a PARTY.

“**Subscription**” means the subscription to a non-exclusive, CUSTOMER-specific, non-transferable and time-limited right to use the SOFTWARE, granted by the COMPANY to the CUSTOMER in consideration for payment of the Subscription price, in accordance with the terms and conditions set out in an Order Form accepted by the COMPANY, in the applicable Licence Agreement and in these General Terms and Conditions.

“**Activation**” means the operation (for a fee), carried out at the CUSTOMER’s request in accordance with the procedure communicated by the COMPANY, enabling, upon receipt of the Security Key by the CUSTOMER or the use of an existing Electronic Key, the association of the Security Key with the CUSTOMER’s account and, where applicable, with a valid current Subscription, so that the Security Key benefits from the Eligible Version.

“**Update**” means the operation (free of charge), carried out at the CUSTOMER’s request in accordance with the procedure communicated by the COMPANY, enabling, upon each update, the implementation of fixes and new features to the Eligible Version contained on the Security Key.

“**Order Form**” means the document (including in electronic form), form or record of an Order, regardless of the medium or method of transmission, by which the Customer selects the Company’s products and/or services and formalises its request to contract, specifying in particular the SOFTWARE subscribed for, the term, the applicable metric, the price, the effective date and, where applicable, the associated services. The Order Form may in particular be issued by the Company,

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completed or validated by the Customer by means of an online form, or result from an Order placed through the Company's website.

"Security Key" means a hardware device sold to the CUSTOMER, enabling (i) secure access to the SOFTWARE, and (ii) where applicable, activation of access to the Eligible Versions during the term of the Subscription (while active) for the CUSTOMER having requested Activation and, where applicable, the Annual Renewals of the Security Key. The Security Key is an authentication device and does not, in itself, confer any intellectual property rights in or to the SOFTWARE.

"Electronic Key" (also referred to as a **"dongle"**) means a physical device that is connected to a computer and contains a licence key enabling the use of the SOFTWARE under the conditions set out below.

"Off-Line Key" means an intangible device made available to certain CUSTOMERS who have specifically requested the use of an Off-Line Key, subject to the COMPANY's acceptance and under the conditions set out below.

"Order" means any order, regardless of the method by which it is placed, submitted by the CUSTOMER to the COMPANY and resulting in the issuance of an Order Form.

"Electronic Key Conversion": in the event of the conversion of a right of use attached to an Electronic Key into a Subscription, the CUSTOMER acknowledges that the Subscription replaces the previous rights for the converted scope. The COMPANY shall be entitled to deactivate the corresponding Electronic Key as from the effective date of the conversion, provided that the CUSTOMER has been in a position to activate the Subscription in accordance with the Order Form.

"Metrics" means the units of measurement, counting methods and quantitative limits used to define the scope of the rights to use the SOFTWARE (e.g. number of users, workstations, environments, CPU cores, etc.), as specified in the Order Form.

"SOFTWARE" means any product or service marketed by the COMPANY to the CUSTOMER, including any documentation, updates/bug fixes, modules and associated services, as described in the Order Form.

"Hardware Products" has the meaning given to it in Article 8.1.

"Annual Renewal of the Security Key" means the operation (for a fee), carried out in accordance with the procedure communicated by the COMPANY, enabling the CUSTOMER, each year, to benefit from the latest Eligible Version marketed by the COMPANY.

"Eligible Versions" means the versions of the SOFTWARE that the CUSTOMER is authorised to access and/or use under an active Subscription, including in particular updates, bug fixes and/or new versions, within the scope set out in the Order Form.

"Last Authorized Version" means the last version of the SOFTWARE that the CUSTOMER was entitled to use under the Subscription as of the expiry or termination of the paid Subscription Period.

1. Price

1.1. Applicable Prices

The prices, packages, offers, options, functional scope and any applicable billing Metrics are those set out in the Order Form. These General Terms and Conditions do not contain a price list. Any commercial documentation (catalogues, offer sheets, web pages, presentations) is intended to describe the offers and may be amended from time to time; only the Order determines the price and the scope subscribed to by the CUSTOMER.

The COMPANY may, at any time, create, amend, combine or discontinue offers, packages and options, as well as their characteristics (including billing Metrics), with respect to new Orders. Such changes shall not constitute an amendment to these General Terms and Conditions. Prices are stated in euros, exclusive of taxes. Any applicable tax (including VAT) shall be invoiced at the rate in force on the invoice date. Any incidental costs (delivery, customs duties, local taxes, etc.) shall be borne by the CUSTOMER where applicable, in accordance with these General Terms and Conditions and/or the Order Form.

1.2. Fixed Prices During the Paid Term (Subscriptions)

The prices, discounts and Metrics agreed for a paid Subscription Period are firm and non-revisable during such period, except in the event of (i) a change in scope requested by the CUSTOMER (upgrade, addition of modules, change of metric), (ii) a legal or regulatory requirement, or (iii) a change in applicable taxes. Any additional Order and/or change in scope shall be priced in accordance with the price list in force on the date of acceptance of such additional Order or change.

1.3. Price Changes

The COMPANY may change its prices.

- (i) For initial Orders and one-off Orders (other than Subscriptions), the new prices shall apply to Orders accepted after their effective date.
- (ii) For ongoing Subscriptions, the new prices shall apply only as from renewal, provided that the CUSTOMER is notified in writing of the new prices at least two (2) months prior to the relevant renewal date. Failing this, the entry into force of the new prices shall be deferred until the following renewal date (unless otherwise agreed in writing by the PARTIES).

1.4. Specific Pricing

The COMPANY reserves the right to grant specific pricing to certain CUSTOMERS, including, without limitation, universities/educational institutions, certain academic programmes (MIAGE, IUT) and/or volume purchases, subject to eligibility and approval by the COMPANY. Such pricing shall apply only if expressly stated in an Order Form accepted by the COMPANY.

1.5. Currencies – Bank Charges

Depending on the CUSTOMER's geographical location and/or the payment method used, payment may be subject to currency conversion by the CUSTOMER's bank or the payment intermediary. Any

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bank charges and foreign exchange fees that may apply shall remain at the CUSTOMER's expense. The COMPANY shall not be liable for exchange rates or fees applied by third parties.

1.6. Initial Subscription Fees

The initial subscription fees include the costs relating to the technical set-up required to enable access to the Software. Such fees shall be invoiced once only at the time of the initial subscription. They are non-refundable, including in the event of early termination of the Subscription Agreement.

Where a Subscription is purchased as part of the conversion of SOFTWARE associated with an Electronic Key or a Security Key (whether or not a discount has been granted on the initial subscription fees), the CUSTOMER undertakes to update the relevant Electronic Key or Security Key in accordance with the procedure provided.

Where a discount has been granted to the CUSTOMER on the initial subscription fees, such discount shall remain valid only if the CUSTOMER updates the relevant Electronic Keys within thirty (30) calendar days following the initial subscription of its Subscription. This procedure makes it possible to indicate that the legacy licence has been converted into a Subscription version and validates the discount granted. If the Electronic Keys have not been updated in accordance with the procedure provided, such discount shall be cancelled and the amount of the discount shall either be invoiced and charged to the payment method on file, or invoiced with a request for immediate payment.

The updated Electronic Keys shall allow the CUSTOMER, if necessary, to use version 23 and earlier versions. The Subscription allows the CUSTOMER to use version 24 and later versions without distinction.

The personal data provided is used in order to verify the lawfulness of access and connections, and to enable the invoicing of the services, it being understood that the CUSTOMER shall have a right of access and verification as provided by law.

2. Order

2.1. Scope – Identification of Professional Customers

The COMPANY's SOFTWARE and services are offered exclusively to CUSTOMERS acting for professional purposes. By placing an Order, the CUSTOMER represents and warrants that it is acting in the course of its professional activity and that it has the requisite powers and authorisations to bind its organisation.

The COMPANY may, at any time (including prior to the commencement of the contractual relationship), request that the CUSTOMER provide any documents and information required to:

(i) verify its identity, legal existence, the capacity of its representatives and, where applicable, its beneficial owners (including, without limitation, an extract from the trade and companies register (Kbis) or equivalent document, SIREN/SIRET number, intra-Community VAT number and the contact details of its representative);

(ii) assess whether the business relationship complies with applicable rules and regulations (including, without limitation, those relating to economic and financial sanctions, fraud prevention,

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corruption, money laundering and terrorist financing);

(iii) secure the performance of the contractual relationship and the invoicing process.

The COMPANY reserves the right to refuse or suspend the performance of any Order in the absence of sufficient supporting documentation or where it is legally or regulatorily impossible to provide the products/services to the CUSTOMER.

The CUSTOMER represents and warrants that:

(iv) the information provided is true, accurate and complete;

(v) it shall inform the COMPANY without delay of any change affecting such information (including, without limitation, any change in name, registered office, management, control, beneficial ownership, business activity, sanctions or insolvency proceedings).

The personal data collected under this Article is processed by the COMPANY for the purposes of identity verification, compliance, fraud prevention and management of the contractual relationship, for the period strictly necessary for such purposes and in accordance with the applicable regulations on personal data protection. The COMPANY limits such collection to data that is adequate, relevant and necessary.

2.2. Order Placement Procedures

Orders may be placed through the COMPANY's website, by means of any online form, or by means of a document generated by the COMPANY and accepted by the CUSTOMER, and shall give rise to the issuance of an Order Form (in accordance with the definition set out above in these General Terms and Conditions).

Any Order must indicate at least: the CUSTOMER's full identity (corporate name, address, identification details), the billing address, the requested scope (products, quantities, metrics and, where applicable, the Subscription term), and a billing contact.

2.3. Formation of the Contract – Acceptance

The contract shall be formed only upon acceptance of the Order by the COMPANY (including, without limitation, by written confirmation, issuance of an invoice, collection of payment, or provision of access/licences).

The COMPANY may refuse an Order on legitimate grounds, including, without limitation: incomplete information, non-compliance with the scope referred to in Article 2.1, payment irregularity, breach of the General Terms and Conditions, risk of fraud, or legal/regulatory constraints.

2.4. Contractual Documents

Unless otherwise provided in a specific agreement or special conditions accepted by the COMPANY, the Order shall be governed by: (i) the Order Form (where applicable), and (ii) these General Terms and Conditions.

In the event of any inconsistency, the order of precedence shall be as follows: specific agreement / special conditions > Order Form > these General Terms and Conditions > Licence Agreement (unless expressly provided otherwise in a document of higher priority).

3. Payment

3.1. Payment Terms

Unless otherwise provided in the Order Form or in a specific agreement, payment shall be due at the time the Order is placed and shall be a condition precedent to the provision of the licences, access rights and/or services.

For Subscriptions, the price shall be payable in advance for the relevant Subscription Period. In the event of renewal, payment shall be made on the renewal date, in accordance with the agreed terms.

3.2. Methods of Payment

Payment may be made by bank card (Visa/Mastercard) or by SEPA direct debit (subject to a valid mandate having been put in place). Other methods of payment (bank transfer, instalment schedule, etc.) may be offered to certain categories of customers (public authorities, governmental bodies, key accounts), subject to the COMPANY's express acceptance. No discount shall be granted for early payment.

3.3. Invoicing

Unless otherwise agreed, invoices shall be issued in electronic format. The CUSTOMER undertakes to provide an up-to-date billing address and billing contact.

3.4. Late or Non-Payment – Late Payment Penalties and Fixed Indemnity

In accordance with Article L.441-10 of the French Commercial Code, in the event of late payment, late payment penalties shall automatically accrue as of the day following the payment due date stated on the invoice, without any reminder being required. The rate of such late payment penalties shall be equal to three (3) times the French statutory interest rate. In addition, the CUSTOMER shall automatically be liable for a fixed indemnity for recovery costs in the amount of forty (40) euros per unpaid invoice, in accordance with Articles L.441-10 and D.441-5 of the French Commercial Code. Where the recovery costs actually incurred exceed such amount, the COMPANY may claim additional compensation upon justification.

3.5. Measures in the Event of Non-Payment

In the event of non-payment, the COMPANY reserves the right, after a formal notice having remained ineffective for ten (10) calendar days (except in cases of fraud or security risk), to (i) suspend access to updates/maintenance and/or services, and then (ii) suspend access to the SOFTWARE, without prejudice to any other rights or remedies available to it. Any amounts due shall remain immediately payable until paid in full.

3.6. No Set-Off

Unless expressly agreed by the COMPANY and subject to any mandatory applicable provisions, the CUSTOMER may not set off any amounts owed by it to the COMPANY against any amounts it alleges are owed to it by the COMPANY.

4. DELIVERY – MAKING AVAILABLE – ACTIVATION

4.1. General Provisions

The making available of the SOFTWARE, access rights, licences, updates and/or a Security Key (where applicable) shall take place in accordance with the terms set out in the Order Form and shall, unless otherwise agreed in writing, be subject to: (i) full payment of all amounts due, (ii) the CUSTOMER having provided the information necessary for performance (identification details, contact details, technical/billing contact), and (iii) the absence of any legal or regulatory constraint preventing supply.

4.2. Delivery of Hardware Components (Security Key)

Where the Order Form provides for the supply of a Security Key, such key shall be shipped to the delivery address indicated by the CUSTOMER (except in the event of the conversion of an Electronic Key already held by the CUSTOMER).

Unless otherwise stipulated, delivery times are given for indication purposes only. The COMPANY shall not be liable for delays attributable to the carrier, customs formalities, or any external event.

Risk shall pass upon delivery of the Security Key to the carrier. The CUSTOMER undertakes to inspect the package upon receipt and, where applicable, to make any appropriate reservations to the carrier within the applicable time limits, and thereafter to inform the COMPANY as soon as possible.

4.3. Making the SOFTWARE Available (Download / Access)

The SOFTWARE may be made available:
(i) by download (download link, customer area, or any electronic means communicated by the COMPANY); and/or
(ii) by opening access to an online space / customer account and providing login credentials.
The date on which the SOFTWARE is made available shall correspond to the date on which the COMPANY makes the SOFTWARE accessible to the CUSTOMER (by sending the link, opening access, or delivering the licence elements).

4.4. Availability of the SOFTWARE, Maintenance and Major Bug Fixes for the SOFTWARE

The COMPANY may modify the SOFTWARE for technical, functional or security reasons. Security updates may be deployed without prior notice.

The COMPANY shall use reasonable efforts to ensure the availability of the SOFTWARE.

The CUSTOMER acknowledges that interruptions may occur, in particular for maintenance, updates, technical constraints or external incidents.

The SOFTWARE is provided subject to a reasonable efforts obligation. The COMPANY does not warrant that the SOFTWARE will be entirely error-free or fit for any particular purpose not expressly accepted by it.

In the event of a reproducible major defect attributable to the standard SOFTWARE, the COMPANY shall use reasonable efforts to provide, within a reasonable time, a correction, bug fix or

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workaround.

In order to ensure the quality of the SOFTWARE made available to the CUSTOMER, the COMPANY specifies that a Subscription may include maintenance services (subject to a reasonable efforts obligation) covering the Eligible Version under the Subscription, together with the latest update of such Eligible Version, including major bug fixes and security measures. Such maintenance may also cover the two versions immediately preceding the Eligible Version.

Such measures shall constitute the CUSTOMER's exclusive remedies.

4.5. Technical Prerequisites – CUSTOMER Cooperation

The CUSTOMER shall be responsible for ensuring that its equipment, systems and networks are compatible with the SOFTWARE, as well as for implementing the technical prerequisites specified by the COMPANY (environment, operating system, database, versions, connectivity, etc.).

The CUSTOMER undertakes to cooperate reasonably with the COMPANY by providing the information necessary for activation and proper operation (e.g. account credentials, technical contact details, configuration information).

4.6. Activation, Update and Annual Renewal of the Security Key – at the CUSTOMER's Request

The CUSTOMER having subscribed to a Security Key acknowledges that it is its responsibility to decide whether to proceed with its Activation in order to enable use of the SOFTWARE and/or access to the Eligible Versions, such Activation taking place at the CUSTOMER's request, in accordance with the procedure communicated by the COMPANY. The COMPANY shall not be held liable for any malfunction in the absence of Activation of the Security Key by the CUSTOMER.

Activation associates the Security Key with the CUSTOMER's account and with a valid current Subscription.

The CUSTOMER acknowledges that Activation may be refused or suspended in the event of (i) non-payment not having been remedied, (ii) manifest inconsistency in the information provided, (iii) suspicion of fraud/circumvention, or (iv) a legal or regulatory constraint.

During the Subscription term, the CUSTOMER shall have the option to benefit from the latest updates relating to the Eligible Version through the Update process carried out at its request.

Each year, the CUSTOMER shall have the option to benefit from the latest Eligible Version of the Software on its Security Key, provided that it carries out (for a fee and in accordance with the Order Form) the Annual Renewal of the Security Key under the conditions set out in Article 6 below.

4.7. Verification

Unless otherwise stipulated, the CUSTOMER shall have a period of fifteen (15) calendar days from the date on which the SOFTWARE is made available (or, if later, from the date of Activation or the Annual Renewal of the Security Key) to notify the COMPANY in writing of any reproducible non-conformity preventing normal use of the SOFTWARE in accordance with the documentation issued by the COMPANY.

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Failing written notice within such period, the SOFTWARE shall be deemed compliant and deemed finally accepted.

4.8. Replacement – Loss – Theft – Failure of the Security Key

The CUSTOMER shall be responsible for the safekeeping and protection of the Security Key. In the event of loss or theft, the COMPANY may offer a replacement at the CUSTOMER's expense, in accordance with the conditions and prices then in force.

In the event of hardware failure not attributable to the CUSTOMER, the COMPANY shall, under reasonable conditions, replace the Security Key or provide any equivalent technical solution, provided that the CUSTOMER returns the defective Security Key upon first request (unless duly justified impossibility prevents it from doing so).

4.9. End of Subscription – Continued Use of the Last Authorized Version

Upon expiry or termination of the Subscription, the CUSTOMER shall cease to benefit from the Eligible Versions (including updates, bug fixes, new versions, maintenance and support, unless otherwise stipulated).

However, the CUSTOMER holding a Security Key that has been Activated, and in accordance with the provisions of Article 6.6 below, shall retain the right to continue using the Last Authorized Version, in accordance with these General Terms and Conditions and within the limits of the last Order Form in force (metrics, scope, internal use).

4.10. Force Majeure

Neither PARTY shall be liable for any failure resulting from an event of force majeure within the meaning of the applicable law. The PARTY invoking an event of force majeure shall inform the other PARTY as soon as reasonably practicable, and the affected obligations shall be suspended for the duration of such event.

5. SUBSCRIPTION – TERM – RENEWAL – TERMINATION

5.1. Purpose of the Subscription

The Subscription grants the CUSTOMER a non-exclusive, non-assignable, non-transferable and time-limited right to use the SOFTWARE and/or access the Eligible Versions, within the limits (scope, metrics, users, environments, modules) set out in the Order Form and these General Terms and Conditions.

Unless expressly stated otherwise in the Order Form, the Subscription includes access to updates/bug fixes for the Eligible Version published during the Subscription Period, together with the level of support corresponding to the subscribed plan.

5.2. Term – Subscription Period

The term of the Subscription (the "Subscription Period") shall be set out in the Order Form.

The Subscription Period shall be annual, unless otherwise provided in the Order Form and accepted by the COMPANY.

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Unless otherwise stipulated in the Order Form, the Subscription Period shall be paid in advance and the rights granted shall apply for the corresponding period as from the effective date indicated in the Order Form.

5.3. Renewal

Unless otherwise stipulated in the Order Form, the Subscription shall renew automatically for a further period of the same duration as the current Subscription Period.

The CUSTOMER may object to renewal by giving written notice to the COMPANY at least two (2) months prior to the Subscription expiry date.

The COMPANY may also object to renewal by giving written notice to the CUSTOMER at least three (3) months prior to the Subscription expiry date.

5.4. Changes to Pricing and/or Offers (Renewal)

The provisions of Article 1.3 shall apply.

5.5. Termination for Non-Payment – Suspension

In the event of non-payment of any amount due, the COMPANY may, after a formal notice having remained ineffective for ten (10) calendar days (except in cases of fraud or security risk), suspend access to updates/maintenance and/or services, as well as access to the SOFTWARE.

Termination for non-payment may occur if the default continues for more than thirty (30) calendar days after such formal notice, without prejudice to any amounts due.

5.6. Termination

Either PARTY may cancel the Subscription at any time with a three (3) months' written notice. CUSTOMER may send the notice to the following address: info@pcsoft.fr. If CUSTOMER has made an advance payment for a longer period, COMPANY will issue a pro-rata refund or a credit note to CUSTOMER.

5.7. Effects of Expiry or Termination – Last Authorized Version

Upon expiry or termination of the Subscription, the CUSTOMER shall cease to benefit from the Eligible Versions (including updates, bug fixes, new versions, maintenance and support, unless otherwise stipulated).

However, the CUSTOMER holding a Security Key shall retain the right to continue using the Last Authorized Version of the SOFTWARE, within the limits of the last Order Form in force (metrics, scope, internal use).

Any Subscription Period that has commenced shall remain due in full.

Termination shall result in the immediate cessation of the CUSTOMER's rights to use the SOFTWARE, except for CUSTOMERS holding a Security Key that has been subject to Activation and Update.

5.8. Refunds

Unless expressly provided otherwise in the Order Form or required by mandatory law, any sums paid in respect of a paid Subscription Period shall remain vested in the COMPANY.

5.9. Survival

Any provisions which by their nature are intended to survive (including, without limitation, intellectual property, confidentiality, liability, governing law, dispute resolution, and sums due) shall remain in full force and effect after expiry or termination.

5.10. Verification of Compliance with Permitted Use and the COMPANY's Audit Right

In order to ensure that the CUSTOMER complies with the rights of use granted under the Agreement (including the Order Form and/or any applicable appendix), and in particular with the licence metrics (users, modules/options, installations/instances, environments, sites, volumes, concurrent access, etc.), the COMPANY shall have a right of verification and audit under the conditions set out below. The audit may relate exclusively to the elements necessary to verify licence compliance, including: (i) inventories of installations/instances/environments, (ii) licence configuration settings and files, (iii) relevant usage journals/logs, (iv) lists of users and access rights/authorisations (depending on the relevant metric), and (v) any report generated by the software or by the measurement tools made available by the COMPANY. The COMPANY undertakes not to request or access any CUSTOMER data or information that is not necessary for this purpose (in particular, business data), and to limit the audit to what is strictly necessary.

Unless there is an emergency or a reasonable suspicion of fraud/circumvention, the COMPANY shall notify the CUSTOMER of the audit with at least ten (10) calendar days' prior notice. Unless there is a reasonable suspicion of fraud/circumvention, the COMPANY shall not conduct more than one (1) audit in any twelve (12)-month period. The audit shall be carried out, at the COMPANY's option, either (i) remotely (document review, collection of reports/logs), and/or (ii) on site, during business hours, while using reasonable efforts to minimise any disruption to the CUSTOMER's business.

The CUSTOMER undertakes to cooperate in good faith and to provide, within a reasonable time, the information and access necessary for the audit (including the generation of reports and extracts). Where the COMPANY makes available a measurement and/or diagnostic tool, the CUSTOMER undertakes to install and/or run it in accordance with the instructions, to the extent necessary for the audit.

The COMPANY may entrust the audit to an independent third-party auditor that is not a competitor and is bound by confidentiality obligations at least equivalent to those set out in the Agreement. The COMPANY shall remain responsible for the acts of such auditor in the performance of its assignment.

Any information communicated or made accessible in connection with the audit shall constitute Confidential Information. It shall be used solely for the purpose of verifying licence compliance and retained only for the period strictly necessary for the conduct and completion of the audit. To the extent that the audit involves the processing of personal data (e.g. user identifiers), the PARTIES undertake to comply with the applicable regulations (in particular the GDPR) and, where applicable,

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the data processing agreement (DPA) appended to the Agreement; the COMPANY shall limit any collection to what is strictly necessary.

Unless otherwise stipulated, the costs of the audit shall be borne by the COMPANY.

In the event of non-compliance, the COMPANY shall notify the CUSTOMER of its findings. The CUSTOMER shall then have thirty (30) calendar days to: (i) remedy such non-compliance (including by uninstalling, correcting the configuration or reducing usage), and/or (ii) acquire the additional licences, modules or rights required.

The COMPANY may invoice the missing licences/rights at the price in force on the date of remediation, together with, where applicable, any sums due in respect of the period of non-compliance (up to a maximum of twenty-four (24) months preceding the notification, except in the event of established fraud/circumvention, in which case the COMPANY may invoice the entire period of non-compliance). Any unpaid sum shall bear interest and penalties in accordance with the General Terms and Conditions and applicable law.

The CUSTOMER's refusal to grant access, obstruction of the audit, or failure to cooperate shall constitute a material breach. After formal notice has remained ineffective for fifteen (15) calendar days, the COMPANY may, without prejudice to any other right: (i) suspend all or part of the Services/support and/or the rights of use, and/or (ii) terminate the Agreement in accordance with the termination-for-breach provisions set out in the General Terms and Conditions.

6. SECURITY KEY AND OFF-LINE KEY

A – Security Key

6.1. Definition and Purpose

The "Security Key" means a hardware device provided by the COMPANY enabling (i) the authentication and secure use of the SOFTWARE, (ii) the CUSTOMER to work in a secure environment on a version of the SOFTWARE in the event of difficulties or disruptions, and (iii) where applicable, the retention of the rights relating to the Last Authorized Version at the end of the Subscription.

The Security Key is not intended to constitute an execution tool: it permits work/development use of the SOFTWARE within the limits set out in the Order Form. The COMPANY notes that the Security Key mechanism has been designed to enable the CUSTOMER to address exceptional situations akin to force majeure, such as (without limitation) a cyberattack, widespread outage, network malfunction, and more generally any event preventing the CUSTOMER from using the SOFTWARE in an optimal manner. The CUSTOMER shall remain solely responsible for the Activation of its Security Key, its use in accordance with these General Terms and Conditions, and any update, Update or Annual Renewal of the Security Key.

6.2. Eligibility

The Security Key is reserved for CUSTOMERS holding a valid current Subscription. The COMPANY reserves the right to refuse the supply, Activation, Update or Annual Renewal of the Security Key if the CUSTOMER cannot evidence an active Subscription or if any amounts remain unpaid.

6.3. Supply – Ownership – Responsibilities

The Security Key shall be supplied to the CUSTOMER in accordance with the terms set out in the Order Form. Unless otherwise stipulated, the Security Key is sold to the CUSTOMER. The CUSTOMER shall be responsible for the safekeeping, protection and compliant use of the Security Key. Any loss, theft, damage or unauthorised use shall be at the CUSTOMER's expense, without prejudice to the COMPANY's rights under these General Terms and Conditions.

6.4. Initial Activation, Update and Annual Renewal of the Security Key

Use of the SOFTWARE and/or access to the Eligible Versions by the CUSTOMER requires Activation of the Security Key, such Activation being carried out at the CUSTOMER's request in accordance with the procedure communicated by the COMPANY. It is the CUSTOMER's responsibility to carry out such Activation, and the COMPANY shall not be held liable if the CUSTOMER fails to do so.

Upon each SOFTWARE update by the COMPANY, the CUSTOMER shall have the option to update the Eligible Version by carrying out the Update, for which it shall remain solely responsible. In order to enable the CUSTOMER to access the latest Eligible Version via its Security Key, the Security Key must be updated and its Eligible Version renewed each year by the CUSTOMER (the "Annual Renewal of the Security Key").

Activation, Update and Annual Renewal of the Security Key may, depending on the circumstances, be invoiced by the COMPANY at the rates then in force.

In the absence of Activation, Update and/or Annual Renewal of the Security Key, the CUSTOMER shall retain the right to use the Last Authorized Version (where applicable) but may not access subsequent Eligible Versions, nor benefit from the rights associated with an active Subscription (including, in particular, updates/bug fixes/new versions and, where applicable, support/maintenance), unless otherwise stipulated in the Order Form.

The CUSTOMER is expressly informed that the Security Key does not support certain versions of the SOFTWARE, namely, for each SOFTWARE product, versions 24, 25, 26, 27, 28, 2024 and 2025.

6.5. Scope of Rights During the Subscription

During the term of an active Subscription and subject to annual Activation, the Security Key allows the CUSTOMER to access and use the Eligible Versions within the limits set out in the Order Form (term, metrics, scope, environments, modules). The CUSTOMER shall refrain from any circumvention, duplication, alteration or use outside the subscribed scope.

6.6. End of Subscription – Last Authorized Version

In the event of non-renewal or termination of the Subscription, the CUSTOMER shall cease to benefit from the Eligible Versions (updates/bug fixes/new versions) as well as maintenance and support, unless expressly stipulated otherwise.

However, the Security Key allows the CUSTOMER to retain and use the Last Authorized Version, corresponding to the last version of the SOFTWARE effectively authorised under the Subscription as at the end of the paid period, provided that the Security Key has been subject to Activation and

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Update, within the limits of the last Order Form in force (metrics, scope, internal use) and on an “as is” basis, without any obligation to ensure compatibility with new environments or to provide subsequent bug fixes, updates or services.

6.7. Replacement – Fees

In the event of loss, theft or damage, the COMPANY may offer replacement of the Security Key at the CUSTOMER’s expense, at the rates then in force. Any re-issuance, reconstruction or specific technical assistance relating to the Security Key may be invoiced.

6.8. Security Measures – Suspension

The COMPANY may refuse, suspend or deactivate all or part of the rights associated with the Security Key in the event of (i) non-payment, (ii) non-compliant use, (iii) suspicion of fraud/circumvention, (iv) security breach, or (v) legal/regulatory constraint. Unless there is an emergency, fraud or security risk, the COMPANY shall issue formal notice and apply a period of ten (10) calendar days before suspension.

6.9. Data Backup

The CUSTOMER shall remain responsible for regularly backing up its data. The COMPANY shall not be liable for any data loss resulting from any failure or insufficiency in backup attributable to the CUSTOMER.

B – Off-Line Key

The “Off-Line Key” means a dematerialised licence key generated by the COMPANY, enabling the CUSTOMER holding a valid current Subscription to use the SOFTWARE in an environment without network access / without Internet access, for internal security reasons.

The Off-Line Key constitutes an optional mode of performance of the Subscription. The COMPANY may grant or refuse it on legitimate grounds (including, without limitation, technical constraints, security concerns, risk of fraud/circumvention, incompatibility with the relevant environment, or failure to comply with the process defined below).

The issuance of an Off-Line Key is subject to:

- (a) the CUSTOMER providing the information necessary for its generation (including, without limitation, identification of the target instance / machine / environment, in accordance with the COMPANY’s instructions);
- (b) confirmation that the target environment is isolated from the network for security reasons;
- (c) designation by the CUSTOMER of an authorised point of contact; and
- (d) payment, where applicable, of the implementation fees set out in the Order Form.

The Off-Line Key is:

- (a) strictly personal to the CUSTOMER and non-assignable, non-transferable;
- (b) limited to the scope of the subscribed licences (metrics, modules/options, number of users,

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instances, sites, etc.);

(c) linked to the declared environment (machine/instance/site), and may not be duplicated, shared, or used in any other environment without the COMPANY's prior written consent;

(d) issued exclusively to enable off-network use and does not confer any additional rights.

Unless otherwise stipulated, the Off-Line Key is issued for a limited term, in accordance with the terms provided for and detailed in an Order Form, provided that the Subscription remains active and all payments are up to date.

Upon expiry of the Off-Line Period without renewal, the Off-Line Key shall cease to function, without prejudice to the COMPANY's rights in respect of unpaid amounts and/or termination.

The CUSTOMER undertakes to:

(a) protect the Off-Line Key against any unauthorised access (internal measures, secure storage, access control);

(b) refrain from attempting to circumvent, alter or disable the licence mechanisms;

(c) inform the COMPANY immediately of any loss, compromise or suspected compromise;

(d) allow, upon request, any reasonable compliance verification (including, without limitation, the provision of reports/logs or certificates), under the conditions set out in the licence audit clause of the General Terms and Conditions.

The CUSTOMER acknowledges that use in an off-network environment may limit or prevent:

(a) certain functionalities requiring network access;

(b) automated telemetry/licensing;

(c) access to certain online services, automatic updates, or periodic checks.

The COMPANY shall not be liable for any limitations resulting from the CUSTOMER's choice to operate off-network, provided that the SOFTWARE operates in accordance with its documentation in a supported environment.

The COMPANY may revoke or disable an Off-Line Key, immediately or following formal notice depending on the urgency, in the event of:

(a) expiry or termination of the Subscription;

(b) non-payment;

(c) non-compliant use, fraud, circumvention or security breach;

(d) actual or suspected compromise of the Off-Line Key.

The CUSTOMER shall remain liable for all amounts due under the Subscription, notwithstanding such revocation.

The generation of the Off-Line Key may require the collection of technical data identifying the environment (e.g. machine/instance fingerprint). Such data shall be processed solely for licence management purposes and in accordance with the "Data Protection / Confidentiality" provisions of

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the General Terms and Conditions.

The provisions of Article 5.10 shall apply.

7. LIABILITY – LIMITATIONS

7.1. Exclusion of Indirect Damages

To the fullest extent permitted by applicable law, the COMPANY and any person having participated in the design, development, production or distribution of the SOFTWARE shall in no event be liable for any indirect, incidental, special, punitive or consequential damages suffered by the CUSTOMER, any user or any third party, including, without limitation: loss of turnover, loss of profits, loss of business, loss of opportunity, loss of anticipated savings, business interruption, damage to image or reputation, loss of data, data reconstruction costs, replacement costs, increase in overheads, or any other financial loss, arising out of the use of, or inability to use, the SOFTWARE, even if the COMPANY has been advised of the possibility of such damages.

7.2. Direct Damages Only – Foreseeability Requirement

The CUSTOMER acknowledges and agrees that the COMPANY may incur liability only in respect of direct, personal, certain and foreseeable damages as at the date of conclusion of the contract, and exclusively in the event of proven fault on the part of the COMPANY.

The PARTIES expressly agree that the COMPANY shall not be liable for any fees charged by any third party that may be incurred by the CLIENT in connection with the use of the SOFTWARE.

7.3. Cap on Liability

To the fullest extent permitted by applicable law, and except in the event of personal injury, wilful misconduct or gross negligence attributable to the COMPANY, the COMPANY's total aggregate liability in respect of any claim, action or damage, regardless of its cause or legal basis (whether contractual, tortious, under warranty, or otherwise), shall be strictly limited to the total amount actually paid by the CUSTOMER to the COMPANY under the Order Form giving rise to the claim during the twelve (12) months preceding the event giving rise to liability.

7.4. Specific Exclusions

Without prejudice to Article 7.1, the COMPANY shall in no event be liable for:

- (i) damage resulting from use of the SOFTWARE other than in accordance with its intended purpose, any excess use beyond the authorised scope (metrics, environments, users), any unauthorised modification, or any integration carried out by the CUSTOMER or any third party;
- (ii) malfunctions attributable to equipment, systems, networks, settings, environments, databases or third-party services (including internet service providers, hosting providers, operating systems, antivirus software, connectors and third-party APIs);
- (iii) any loss or alteration of data, unless directly and exclusively caused by proven fault on the part of the COMPANY, it being specified that the CUSTOMER is responsible for carrying out regular backups and restoration tests;

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(iv) any failure resulting from an event of force majeure within the meaning of applicable law.

7.5. Duty to Mitigate

The CUSTOMER undertakes to take all reasonable measures to mitigate its loss and to cooperate with the COMPANY in identifying and remedying incidents.

7.6. Contractual Limitation Period

It is expressly agreed that any action, claim or demand for damages against the COMPANY arising out of these General Terms and Conditions and/or the use of the SOFTWARE must be brought within a period of one (1) year from the day on which the CUSTOMER became aware, or ought to have become aware, of the facts entitling it to bring such action, without prejudice to any applicable mandatory statutory provisions.

7.7. Indemnification

Unless expressly provided otherwise in a specific agreement, the COMPANY assumes no indemnification obligation in favour of the CUSTOMER in respect of third-party claims. The CUSTOMER shall indemnify and hold harmless the COMPANY against any third-party claim arising out of (i) use of the SOFTWARE other than in accordance with its intended purpose, (ii) any breach of the General Terms and Conditions, the SOFTWARE licence agreement, or any special conditions, or (iii) any integration, modification or combination of the SOFTWARE with third-party elements carried out without the COMPANY's approval.

8. RETENTION OF TITLE

8.1. Scope

This clause applies to any hardware product supplied by the COMPANY to the CUSTOMER, including, without limitation, Electronic Keys and Security Keys, physical media and any accessories (the "Hardware Products"), as well as to any delivery associated with a Subscription or an ongoing Agreement with the COMPANY.

8.2. Title – No Transfer

The Hardware Products shall remain the sole and absolute property of the COMPANY until full, effective and irrevocable payment has been made of all sums owed by the CUSTOMER on any basis whatsoever (price, taxes, fees, penalties, interest and ancillary amounts), including in the event of instalment payments or payment indulgences. Any partial payment shall first be applied to the oldest outstanding sums and/or ancillary amounts (fees, interest, penalties), and shall not result in any transfer of title.

8.3. Prohibition on Assignment, Resale, Making Available and "Sublicensing"

Unless the COMPANY has given its prior written consent, the CUSTOMER is strictly prohibited from:

- reselling, assigning, transferring, gifting, lending, renting, making available (including free of charge), directly or indirectly, all or part of the Hardware Products;

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- creating any security interest over the Hardware Products (pledge, charge, lien, retention right, etc.);
- duplicating, disassembling, modifying, altering, refurbishing, or removing any markings or identification numbers;
- and, more generally, carrying out any transaction akin to sublicensing, resale or distribution of the Hardware Products, regardless of how such transaction may be characterised.

The COMPANY notes that the Hardware Products (in particular the Electronic Keys and Security Keys) are supplied exclusively for the CUSTOMER's own needs, for the purposes of access to and/or security of the services, and may under no circumstances be independently marketed or circulated unless otherwise agreed between the PARTIES.

8.4. Obligation to Preserve, Identify and Inform

The CUSTOMER undertakes to keep the Hardware Products in perfect working order and state of preservation, to ensure that they remain permanently identifiable as the property of the COMPANY (labelling, serial numbers, traceability), and to inform the COMPANY immediately of:

- any seizure, requisition, protective measure, or attempted appropriation by a third party;
- any insolvency proceedings or financial difficulties affecting it;
- and any event likely to affect the COMPANY's ownership rights.

The CUSTOMER shall, upon first request, provide any evidence of inventory and location of the Hardware Products.

8.5. Transfer of Risk – Insurance

Notwithstanding the retention of title, risk (loss, theft, damage, destruction, malfunction, unauthorised use) shall pass to the CUSTOMER upon delivery or making available. The CUSTOMER undertakes to take out and maintain insurance covering such risks for the benefit of the COMPANY, and to provide evidence thereof upon request.

8.6. Non-Payment – Immediate Return and Repossession

In the event of total or partial non-payment on the due date, the COMPANY may, as of right and without prejudice to any other right:

- require the immediate return of the Hardware Products, at the CUSTOMER's cost, risk and expense; and/or
- repossess, or have repossessed, the Hardware Products upon simple request, the CUSTOMER undertaking to facilitate access to its premises and to cooperate fully.

The costs of recovery, transport, storage, reinstatement, as well as any cost related to the unavailability or securing of the Hardware Products, shall be borne by the CUSTOMER.

8.7. Link with Subscriptions – Security Measures

The Hardware Products (in particular the Electronic Keys and Security Keys) constitute access and/or security devices. In the event of non-return or unauthorised use, the COMPANY may, without prior

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formal notice where required for security reasons, remotely disable, block, revoke or invalidate the associated access elements, and/or suspend access to the services in accordance with the General Terms and Conditions.

8.8. Insolvency Proceedings – Recovery Claim

In the event that safeguard proceedings, judicial reorganisation proceedings or judicial liquidation proceedings are opened against the CUSTOMER, the COMPANY may exercise its recovery claim rights over Hardware Products that have not been paid for in full, in accordance with the applicable legal provisions. The CUSTOMER undertakes to inform the administrator / court-appointed agent / liquidator without delay of the existence of this clause.

8.9. Software and Intellectual Property Rights

This retention of title clause does not entail any transfer of rights in the Software, services, documentation, trademarks, code, databases or, more generally, any intellectual property rights of the COMPANY (or its licensors), all of which shall remain the exclusive property of the COMPANY. The Software and services are provided under licence / Subscription, within the limits set out in the General Terms and Conditions.

A Subscription to SOFTWARE as a service provided by the COMPANY grants the CUSTOMER a right to use the SOFTWARE in accordance with the terms and conditions set out in these General Terms and Conditions and in the applicable Licence Agreement. The SOFTWARE is licensed on a non-exclusive, personal, non-transferable and time-limited basis, and is not sold or otherwise transferred to the CUSTOMER. The CUSTOMER accepts the user licence accompanying each SOFTWARE product. The COMPANY remains the owner of the SOFTWARE.

Without the COMPANY's written consent, the CUSTOMER may not sell, sublicense, rent out or transfer its rights in the SOFTWARE or in the Electronic Key, nor assign this agreement to any third party in any manner whatsoever.

9. Miscellaneous

9.1. Severability

The invalidity of any provision of these General Terms and Conditions shall not result in the invalidity of the remaining provisions, which shall remain in full force and effect. If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in effect. The PARTIES shall consult with a view to replacing the affected provision with a valid provision reflecting as closely as possible the original intent.

9.2. Governing Law and Disputes

These General Terms and Conditions shall be governed by and construed in accordance with French law, to the exclusion of any other legislation.

In the event of any conflict between a Licence Agreement and the COMPANY's General Terms and Conditions, the COMPANY's General Terms and Conditions shall prevail.

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Any dispute relating to the formation, performance, interpretation, validity, termination or consequences of the General Terms and Conditions, even in the event of multiple defendants, third-party proceedings, summary proceedings or incidental claims, shall fall within the exclusive jurisdiction of the courts of Montpellier (France).

9.3. Entire Agreement – Order of Precedence

These General Terms and Conditions, together with the documents referred to herein, constitute the entire agreement between the PARTIES and supersede all prior exchanges. In the event of any inconsistency, the order of precedence shall be: (i) special terms resulting from an agreement entered into between the PARTIES, (ii) the Order Form, (iii) the General Terms and Conditions, (iv) the Licence Agreement. Any purchasing conditions of the CUSTOMER shall be unenforceable against the COMPANY unless expressly accepted by the COMPANY in writing.

9.4. No Waiver

The fact that the COMPANY does not rely, at any given time, on any provision shall not constitute a waiver of its right to rely on it at a later date.

9.5. Security and Access

The CUSTOMER shall be solely responsible for the management, confidentiality and security of its access credentials. Any use of the SOFTWARE through the CUSTOMER's access credentials shall be deemed to have been made under the CUSTOMER's sole responsibility. The CUSTOMER undertakes to implement all appropriate security measures to prevent any unauthorised access.

9.6. Amendments to the General Terms and Conditions

The COMPANY may amend the General Terms and Conditions. New versions shall apply: (i) immediately to new Orders, and (ii) to Subscriptions upon renewal, subject to the notification procedures set out in the General Terms and Conditions.

9.7. Compliance

The CUSTOMER represents that it complies with applicable laws relating to sanctions, embargoes, export controls and anti-corruption. The COMPANY may suspend or terminate the Agreement in the event of a risk of non-compliance or any legal/regulatory obligation.

9.8. Commercial References

Unless the CUSTOMER objects in writing, the COMPANY may refer to the CUSTOMER's name/logo as a commercial reference (client lists, website, presentations). The CUSTOMER may at any time request its removal within a reasonable period.

9.9. Confidentiality

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Each PARTY undertakes to keep confidential any non-public information received from the other PARTY, to use it solely for the performance of the Agreement, and to restrict access to those persons who need to know it. These obligations shall remain in force for the term of the Agreement and for two (2) years thereafter.

9.10. Assignment – Subcontracting

The CUSTOMER may not assign or transfer all or part of the Agreement, nor any of its rights or obligations thereunder, without the COMPANY's prior written consent. The COMPANY may freely assign the Agreement entered into with the CUSTOMER to any company within its group of companies (within the same scope of control within the meaning of Article L. 233-3 of the French Commercial Code) or to any successor of its choice, and may engage subcontractors, provided that this does not alter its essential obligations.

9.11. Hardship

The PARTIES agree to exclude the application of Article 1195 of the French Civil Code (hardship). Each PARTY shall bear its own economic risks and waives any right to request a renegotiation or judicial adaptation of the Agreement on that basis.

9.12. Independent Contractors

The PARTIES are and shall remain independent contractors. The Agreement does not create any partnership, association, mandate, agency or employment relationship. The CUSTOMER may not bind the COMPANY in any manner whatsoever.

9.13. Notices

Any required notice shall be given in writing (by letter or email) using the contact details indicated in the Order Form / customer account. Unless otherwise stipulated, a notice shall be deemed received: (i) if sent by email, on the date of sending (absent any delivery error), and (ii) if sent by letter, upon first presentation.

9.14. Personal Data

For processing operations carried out through the SOFTWARE and/or the Services, the CUSTOMER acts as data controller and the COMPANY acts as processor within the meaning of the applicable data protection regulations.

The COMPANY acts as data controller for processing necessary for contract management, invoicing, security and customer relationship management.

The respective obligations of the PARTIES are set out in a Data Processing Agreement (DPA), which forms an integral part of these General Terms and Conditions.

The COMPANY implements appropriate technical and organisational measures designed to ensure the security and confidentiality of the processed data.

9.15. Non-Solicitation

The CUSTOMER shall refrain from soliciting or hiring the COMPANY's employees during the term of the Agreement binding the CUSTOMER to the COMPANY and for twelve (12) months following its

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termination.

9.16. Acceptance of the General Terms and Conditions

Any Order (including upon renewal) shall constitute the CUSTOMER's express and irrevocable acceptance of these General Terms and Conditions.

9.17. Interpretation

The French version of the General Terms and Conditions shall be the version used for the interpretation of these General Terms and Conditions.