PC SOFT - General terms and conditions – September 9th 2025 - Version 1.4

COMPANY means PC SOFT, located at 3 rue de Puech Villa, BP 444 08, 34197 Montpellier Cedex 05, France.

CUSTOMER means the entity or an individual who subscribes to the SOFTWARE offered by the COMPANY for professional use only.

SOFTWARE means a product offered by the COMPANY, as further described in the order form.

The COMPANY and CUSTOMER are together referred to as the PARTIES and individually as the PARTY.

Subscription means the purchase of a non-exclusive, personal, non-transferable, limited in time right to use the SOFTWARE, granted by COMPANY to CUSTOMER against payment of the Subscription price, under the terms and conditions detailed in an order form accepted by the COMPANY, in the applicable License Agreement, and in these General terms and conditions.

A Subscription acquired as the result of an upgrade from a DONGLE-based software (with or without a discount on initial one-time fees) constitutes a novation (see paragraph 11). In that case, the COMPANY may deactivate any DONGLE previously acquired by the CUSTOMER.

DONGLE means a physical device that inserts into a computer containing a license key that enables the product to be used.

1. Pricing.

Prices in the price list are exclusive of taxes and are subject to change without notice by COMPANY. The applicable VAT rate is 20% at the date these terms were last updated.

Special prices are available for Universities, Educational Institutions (for educational purposes only), and for bulk purchases. For further information, contact COMPANY.

Depending on the CUSTOMER location, the order may require foreign currency conversion. The CUSTOMER's bank may charge them an extra fee. For further information, CUSTOMER may contact their bank.

2. Orders.

Orders must be placed by companies, public authorities, economic interest groups, freelance developers, associations and similar entities.

All orders must include a billing address.

3. Payment.

Each order must be paid.

Payment can be made using Visa or Mastercard, or by SEPA direct debit.

No discount is granted for advance payment.

Government entities and Key accounts: Contact COMPANY.

In accordance with article L. 441-6 of the French Commercial Code, in case of late payment, penalties are applied from the day following the due date specified in the invoice. The rate applied is three times the legal interest rate. Late payment penalties are payable without the need for a reminder.

Any CUSTOMER who exceeds the payment date is automatically liable to pay a flat-rate compensation of forty euros (€40) per unpaid invoice, to cover collection costs applicable by operation of law, in application of articles L441-10, II° and D441-5 of the French Commercial Code.

4. Physical delivery of SOFTWARE.

When CUSTOMER chooses a physical delivery, the SOFTWARE is delivered to the reception or front desk of CUSTOMER's company. It is then up to CUSTOMER to take possession of the SOFTWARE. COMPANY cannot be held liable in the event of the SOFTWARE being lost after delivery.

Unless otherwise expressly agreed, SOFTWARE is delivered at place (Incoterms 2010) in destinations outside the European Community. Local duties and taxes will be charged to CUSTOMER. If CUSTOMER refuses to take delivery when the order reaches customs, the order cannot be reimbursed, nor shipped again.

COMPANY shall be entitled to charge CUSTOMER for any costs generated by this refusal.

In the event of exceptional stock shortages, COMPANY will contact CUSTOMER promptly to find a solution and avoid any disruption.

5. Technical specifications.

Despite the care taken in the production of all documents, the technical specifications mentioned in the COMPANY's advertisements are for information purposes only.

6. Responsibility.

6.1. Neither COMPANY nor anyone else who has been involved in the design, the production, or the distribution of the SOFTWARE will be liable for any incidental, consequential, indirect or special damages caused to CUSTOMER, any user or third party, even in case of negligence, including but not limited, to the interruption of the good order work of the SOFTWARE, the loss of profits, loss of data, loss of brand image, increase of overheads or any other financial loss arising from the use of the SOFTWARE or inability to use it even if COMPANY has been notified of the possibility of such damages.

6.2. CUSTOMER acknowledges and agrees that COMPANY may only be liable for direct damages.

6.3. To the maximum extent permitted by applicable law, and except for indemnification obligations, breach of confidentiality and/or intellectual property rights provisions, and breach of CUSTOMER's payment obligations, COMPANY's liability shall not exceed the license fees paid and/or payable by CUSTOMER to the COMPANY under the order form giving rise to the claim for the twelve (12) months preceding the event giving rise to the claim.

6.4. It is expressly agreed that any claim for damages against COMPANY arising in connection with these General Terms and Conditions and the SOFTWARE License Agreement will be time-barred twelve (12) months after the event that triggered the claim.

7. Ownership and jurisdiction

7.1 Subscription to SOFTWARE as a service provided by the COMPANY grants the CUSTOMER a right to use the SOFTWARE under the terms and conditions detailed in these General Terms and Conditions and in the applicable License Agreement. The SOFTWARE is granted under a non-exclusive, personal, non-transferable, time-limited license, not to be sold or otherwise transferred to the CUSTOMER. CUSTOMER accepts the license agreement provided with each SOFTWARE. COMPANY retains ownership of the SOFTWARE.

7.2. Without the written consent of COMPANY, CUSTOMER may not sell, sublicense, lease or transfer their rights to use the SOFTWARE or DONGLE, nor assign this agreement to a third party in any manner whatsoever.

7.3. In the event of a dispute, the Montpellier court shall have sole jurisdiction.

8. Terms and conditions for software distributed under a subscription-based model.

8.1 Start of Subscription.

The Subscription begins on the date the login credentials are made available ("the effective date").

8.2 Pricing.

The applicable SOFTWARE pricing can be found at www.windev.com, for the specified period at the date of the Subscription and in the order form (the Initial Subscription Period). COMPANY may change this pricing without notice.

The COMPANY may modify the price, interrupt or reduce the duration of any of the Subscription plans. COMPANY shall inform CUSTOMER of the termination or any significant changes made to the subscription plans. CUSTOMER may terminate the Subscription contract if they do not agree to these changes (see paragraph 8.4 - Cancellation terms).

Payment is made upfront for the period defined by the subscription plan. Payment intervals are independent from the time commitment and may therefore vary according to the plan chosen.

The price of the Subscription plan chosen by CUSTOMER may be modified at each renewal. In this case, CUSTOMER will be informed of any new conditions and any price change with the possibility of canceling before renewal (see paragraph 8.4 - Cancellation terms).

8.3 Payment terms.

CUSTOMER authorizes COMPANY to store the payment method and automatically charge it each period until the Subscription is canceled. COMPANY will automatically charge CUSTOMER the then-current rate for the given type of subscription, plus applicable taxes (VAT, etc.) for each defined period, unless either of the PARTIES terminates the Subscription in accordance with these General Terms and Conditions (see paragraph 8.4 - Cancellation terms).

Payment authentication: The bank may require CUSTOMER to authenticate the payment (e.g. by sending a one-time code by SMS or requesting validation in the bank's application). This authorization applies in advance to future payment requests.

8.4 International transfers

No international transfers involving fees to be borne by COMPANY will be accepted. Any fees must be borne by CUSTOMER (OUR option).
Any transfer involving charges to be borne by COMPANY will give rise to additional invoicing to cover the charges levied by COMPANY's bank.

8.5 Cancellation terms.

8.5.1 The term of this Agreement (the "Term") will commence on the Effective Date and will continue for the duration mentioned in the order and, if no duration has been mentioned, for one (1) year or, if expressly specified, for three (3) years (the "Subscription Period").

8.5.2 The Subscription will be automatically renewed for unlimited, successive terms equivalent to the first commitment period until terminated, unless a PARTY gives written notice to the other of its intent not to renew the Subscription at least one (1) month prior to the expiration of the then-current Term. CUSTOMER may disable this automatic renewal from their portal at least one (1) month before the expiration of the current period.

8.5.3 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@windev.com. If CUSTOMER has made an advance payment for a longer period, COMPANY will issue a pro-rata refund or a credit note to CUSTOMER.

8.5.4 The use of the SOFTWARE for purposes that are unlawful or prohibited by the COMPANY policies (developing any inherently dangerous application that may cause death, personal injury, catastrophic damage or mass destruction) will lead to termination without prior notice and with immediate effect, without prejudice to any damages that the COMPANY may claim in addition. Besides, any payments made will not be refunded and the CUSTOMER will have to pay an indemnity corresponding to the payments that would have been due until the end of the Subscription Period.

9. Right of withdrawal.

Article L221-3 of the French Consumer Code stipulates that the 14-day right of withdrawal is extended to contracts concluded off-premises between two professionals provided that the subject of these contracts does not fall within the scope of the main activity of the professional solicited and that the number of employees employed by the latter is less than or equal to five.

However, in accordance with Article L221-28 paragraph 13 of the French Consumer Code, the right of withdrawal may not be exercised for contracts for the supply of digital content without material support (as is the case for subscriptions), which take effect before the end of the withdrawal period, and if the Contract subjects CUSTOMER to an obligation to pay, provided that:

a) CUSTOMER has previously given their express consent for the performance of the contract to begin before the end of the withdrawal period

b) CUSTOMER has waived their right of withdrawal.

c) COMPANY has provided CUSTOMER with an agreement confirmation by email in accordance with the provisions of the second paragraph of Article L.221-13.

Therefore, CUSTOMER can give their express consent so the Subscription begins before expiry of the withdrawal period, and waive their right of withdrawal by checking the corresponding box when subscribing on the website of COMPANY.

10. Non-payment.

Failure to pay any invoice by the due date will result in the application of a late payment penalty which will be invoiced on the basis of three (3) times the legal interest rate per day of delay. Late payment penalties are due on the day following the due date. These penalties are payable without further reminder. The fact that COMPANY does not immediately apply these penalties for a given overdue payment in no way implies that they will not be payable in that case or upon any future overdue payment. Penalties will be deducted by charging the stored payment method or by any other means.

If a collection procedure has to be initiated, a lump sum of forty (40) Euros Excl. Tax. will be due for each unpaid invoice in application of articles L.441-10, II° and D.441-5 of the French Commercial Code.

In the event of non-payment, access to the subscription may be immediately suspended without notice. The fact that the subscription is not immediately suspended does not mean that COMPANY has waived its right to suspend the subscription without notice for as long as the non-payment continues.

Suspension of access to the Subscription does not release CUSTOMER from their obligations, and does not extend the duration of the Subscription.

COMPANY is authorized to make several attempts to collect and/or invoice the due amount.

11. One-time initial fee

11.1 One-time initial fees include the cost of the technical configuration required to access the software. These fees are billed as a one-time charge on initial subscription.

11.2 In a subscription acquired as the result of an upgrade from a DONGLE-based software (with or without a discount on initial one-time fees), CUSTOMER undertakes to update the corresponding DONGLE according to the procedure provided.

If a discount on one-time initial fees has been granted to CUSTOMER, this discount is only valid if CUSTOMER updates their DONGLES within 30 calendar days of starting the Subscription. By completing this procedure, CUSTOMER indicates that the dongle-based license has been converted to a subscription-based version, which validates the discount. If the DONGLES have not been updated in accordance with the procedure provided, the discount will be cancelled and the amount will either be deducted using the stored payment method, or invoiced with a request for immediate payment.

Once updated, the DONGLES will allow CUSTOMER to run versions 23 and earlier, if necessary. The Subscription makes it possible to run versions 24 and later.

11.3 Personal data is used for access and connection verification purposes, and to enable invoicing of services, with the right of access and verification provided by law.

12. Special case: Initial subscription period at zero euros (€0)

Subscribing to a plan including an initial period of zero euros (€0) implies acceptance of the following specific conditions:
A) CUSTOMER accepts the billing amount applicable at the end of the initial zero-euro (€0) period, as indicated at the time of subscription.
B) CUSTOMER irrevocably commits to a firm subscription term of one (1) year or three (3) years, at the end of the initial zero-euro (0€) period. In this case, the subscription period will begin after the initial zero-euro (€0) period.
C) CUSTOMER will not be able to cancel their subscription during the initial zero-euro (€0) period (clause 8.4.3 will not be applicable by CUSTOMER).

13. Miscellaneous.

13.1. The nullity of a clause of the present agreement does not entail the nullity of the other clauses of the agreement, which remain applicable.

13.2. This agreement is subject to French law, to the exclusion of any other legislation.

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

14. Data processing

COMPANY may collect and use data from CUSTOMER's use of SOFTWARE for analysis, maintenance, updating and security purposes. Information on the COMPANY's processing of individually identifiable information (personal data) is included in its Privacy Policy available here.

15. Acceptance of general terms and conditions

Placing an order constitutes acceptance of these General Terms and Conditions.

16. Interpretation

The French version of the General terms and conditions will be the version used when interpreting or construing these General terms and conditions.