

# General Terms and Conditions of Sale for the Procure Solution

## Article 1 – Purpose

These General Terms and Conditions of Sale ("GTC" or "General Terms") aim to define the terms and conditions for providing the Procure software, published by Vocaza, operating under the trade name Winsoft International (hereinafter referred to as "Winsoft International"), a simplified joint-stock company registered in France under number 334 148 293, with its registered office located at 55 Avenue Alsace Lorraine, Grenoble (38000), to its professional clients (hereinafter referred to as the "Clients"), regardless of the location of delivery or deployment of the solution and the location where the Client is established.

The Procure software is a comprehensive healthcare management solution that facilitates patient management, the organization of doctors' schedules, tracking of exams and treatments, and provides dashboards to visualize key performance indicators.

## Article 2 – Acceptance of the GTC

These General Terms and Conditions of Sale are established in accordance with the principle of transparency that governs the relationship between Winsoft International and the Clients, and constitute, under the provisions of Article L. 441-1 of the French Commercial Code, the sole foundation of the commercial negotiation between the parties.

The acquisition of the Procure software implies the Client's unreserved acceptance of these GTC, which prevail over any other document issued by the Client, except expressly agreed otherwise in advance by Winsoft International.

## Article 3 – Orders

**3.1** Sales are only final after the establishment of a quote and written acceptance of the Client's order by Winsoft International, materialized by an order acknowledgement, which validates the compliance of the order with the offer made by Winsoft International. Any order received that does not correspond to the initial quote and the outcome of the commercial negotiation may be refused by Winsoft International. Written offers or quotes from Winsoft International are valid for a firm period of 30 days from the date of issue (unless explicitly stated otherwise in the said offers or quotes).

No order modifications may occur after confirmation of the order, unless agreed upon by both parties. In any case, such modification will result in an extension of the indicative delivery or intervention time initially planned, according to the terms communicated by Winsoft International to the Client.

**3.2** It is the Client's responsibility to ensure that their order matches their needs and specifications, particularly based on the specific indications provided by Winsoft International, of which they acknowledge having been fully informed, as well as any presentations or demonstrations conducted by Winsoft International. If the Client fails to ask Winsoft International for further clarifications and/or request a trial before placing the order, the Client acknowledges having been sufficiently informed.

## Article 4 – Provision of the Procure software and additional services

**4.1** The Procure software is provided by Winsoft International and requires the acquisition of FileMaker licenses (see article 6.1 below). The Client is responsible for the installation of the software, whether on-site (on-premise) or in the Cloud, as well as the management, hosting, maintenance of the software, and the infrastructure necessary for its use.

**4.2** The Procure solution is available only in a standard version. Custom development and new features are offered as options. Any request for configuration or custom development will be subject to a separate quote, with the price being charged in addition to the Procure software price, at the then-current rates of Winsoft International.

**4.3** In addition to providing the Procure software and FileMaker licenses, Winsoft International will offer support that includes the following:

- Free access to an online user guide to facilitate the Client's onboarding with the solution.
- Optional training, available upon request, including:
  - Introduction to FileMaker
  - Introduction to Procure
  - Additional option: Fundamentals of FileMaker development for clients looking to customize their Procure solution.

## Article 5 – Free trial

**5.1** A free trial of thirty (30) days may be granted upon request via the contact form available on the Winsoft International website. Access to the software during the trial period is through the FileMaker web platform (URL for FileMaker WebDirect login – a Claris FileMaker technology that allows FileMaker applications to run in a web browser).

**5.2** The free trial allows the Client to access the Procure software via a web platform hosted by the OVH hosting provider on non-HDS-certified servers. Therefore, the Client is advised to enter only sample data during the trial on the Procure software. The measures implemented by Winsoft International do not allow for the processing of personal health data on the trial version in compliance with data protection regulations. Any integration by the Client of personal health data into the Procure software during the trial period is the sole responsibility of the Client, who will indemnify Winsoft International from any potential consequences arising from it.

**5.3** At the end of the trial period, access will be interrupted unless the Client has signed a purchase order. Otherwise, a blank version of the software or, upon the Client's request, a copy of the software used during the trial will be provided by email for installation by the Client on their own infrastructure.

## Article 6 – Use of third-party suppliers

### 6.1 – Resale of Claris FileMaker Licenses

**6.1.1** Procure relies on FileMaker technology, which requires the acquisition of FileMaker licensing for its use.

**6.1.2** Winsoft International will provide the ESD (Electronic Software Delivery) for the FileMaker license. The terms for providing FileMaker licenses and maintenance are governed by the Claris FileMaker General Terms and Conditions listed below:

- Volume Licenses:

[https://www.claris.com/company/legal/docs/vla/fmi\\_vla\\_en.pdf](https://www.claris.com/company/legal/docs/vla/fmi_vla_en.pdf)

- Annual Licenses (Volume):

[https://www.claris.com/company/legal/docs/avla/fmi\\_avla\\_en.pdf](https://www.claris.com/company/legal/docs/avla/fmi_avla_en.pdf)

**6.1.3** The price of the FileMaker license is determined based on the number of users that require access to the Procure solution and the contract duration, either perpetual or annual.

**6.1.4** Annual FileMaker licenses are suspended thirty (30) days after their expiration by Claris FileMaker, which immediately results in the inaccessibility of the Procure solution. It is the Client's sole responsibility to renew the licenses required for the use of the Procure software.

## 6.2 Subcontractors

**6.2.1** Winsoft International may engage third-party service providers for certain components or services necessary for the provision of Procure. At present, these providers are:

- 24U s.r.o: Responsible for custom development and training.
- Claris International Inc.: Software editor of the Claris FileMaker platform, that is the development technology for Procure solution.

**6.2.2** Winsoft International commits to carefully selecting its suppliers and ensuring they meet appropriate quality and security standards. However, Winsoft International cannot be held liable for any shortcomings by these suppliers as they are independent of the will and control of Winsoft International.

**6.2.3** The Client is informed that certain information necessary for the execution of the Services may be transmitted to these suppliers as part of the contract execution, in accordance with applicable legal and regulatory provisions.

## Article 7 – Maintenance and updates

**7.1** "Maintenance" refers to a service that allows the Client to benefit from software patches provided by Winsoft International for the Procure product.

**7.1.1** Winsoft International agrees to provide Maintenance for the Procure software for a period of three (3) months from the delivery date, during which bug fixes necessary to ensure the proper operational functioning of the Procure software in its standard format will be carried out at no additional cost, as this cost is already included in the price of the Procure software.

Maintenance exclusively covers the correction of bugs related to the structure of the Procure software that prevent it from functioning properly in its original configuration. It does not apply to data entered by the Client.

**7.1.2** Any modification made to the structure of the Procure software by the Client will result in the termination of the Maintenance. The necessary interventions to correct malfunctions arising from these modifications will be subject to additional charges.

**7.1.3** After the end of the three (3) month Maintenance period, the Client may continue to use the Procure software, but bug fixes will no longer be covered for free. Any corrective intervention performed after this period will be charged additionally at the then-current rates of Winsoft International.

**7.1.4** For orders related to upgrades or custom developments, corrective maintenance will be provided, and the maintenance of these developments will be billed separately at the then-current rates of Winsoft International.

**7.2** "Update(s)" refers to a version change that allows the Client to benefit from:

- Software patches, such as security updates,
- New features.

**7.2.1** Version Updates will be available as a paid option at the prevailing rates of Winsoft International. Winsoft International will carry out a specific release for each new version. The delivery of the new version will occur after

the establishment and signing of the corresponding purchase order by the Client.

**7.2.2** The Client will be informed of Updates via email communication, a demonstration of new features, or a specific exchange.

Major Updates concerning Procure will be carried out on the latest versions of FileMaker and Procure.

**7.2.3** The manner in which the Client will be informed of the Update and the frequency of Updates are at the sole discretion of Winsoft International.

**7.2.4** Updates can only be installed:

- On the standard version of Procure software (n-1), without modifications made by the Client,
- If the Client has performed all the available Procure and FileMaker Updates as they became available.

Thus, in the event of modifications to the source code or failure to install the available Updates between the version of the Procure software acquired by the Client and the latest version released, the Client will need to carry out specific developments to integrate all the Procure software evolutions, so that all Updates between the Client's version and the latest version of Procure software are installed sequentially. These specific developments will be subject to a separate quote, if applicable, at the then-current rates of Winsoft International.

## Article 8 – Client's obligations

The Client agrees to use the Procure software in a fair and lawful manner, in accordance with its intended purpose, and in respect of the rights of Winsoft International and third parties.

In particular, the Client agrees to:

- Not access the Procure software through fraudulent or illegal means;
- Not copy, reproduce, distribute, resell, or exploit the Procure software or any of its components without the written and prior authorization of Winsoft International;
- Not use the Procure software to collect, process, or disseminate unlawful data of end users, or to engage in abusive or illegal activities;

- Not infringe upon intellectual property rights, image rights, privacy rights, or any other rights of third parties, Winsoft International, or its partners;
- Not use the Procure software for purposes contrary to public order, good morals, laws, or regulations in force.

The Client is solely responsible for their use of the Procure software, as well as for the data they collect and process via the software. The Client guarantees Winsoft International against any claim, action, or demand for damages from any third party arising from their use of the Procure software.

## Article 9 – Price and payment

**9.1** The Procure solution is sold under a perpetual license. It is offered at a fixed price ("Price"), in a standard version, with a single level of functionality.

**9.2** The Price includes the definitive license for the Procure solution and the licenses for the Claris FileMaker platform (annual or perpetual), allowing access to and use of Procure.

**9.3** Billing for Procure and FileMaker licenses occurs upon the order of the Procure software and licenses, unless otherwise agreed upon between the parties.

**9.4** Any amount not paid by the due date indicated on the invoice will automatically, and without prior notice, result in:

- Suspension of access to the FileMaker licenses and consequently the Procure solution;
  - The obligation to pay all sums due to Winsoft International under the invoice, if the customer did not opt for the cancellation of the corresponding order;
  - The immediate and automatic obligation to pay a late penalty, calculated based on the most recent refinancing operation rate of the European Central Bank, increased by 10%;
  - The immediate obligation to pay a fixed fee of €40 for recovery costs, in accordance with the provisions of Articles L. 441-10 and D. 441-5 of the French Commercial Code, without prejudice to Winsoft International's right to request additional compensation, upon proof, if the recovery costs incurred exceed this fixed fee amount.

**9.5** The Client is not entitled to suspend or offset a payment in case of a dispute regarding an alleged late or non-compliant delivery.

## Article 10 – Intellectual property

**10.1** Winsoft International is the exclusive owner of all intellectual property rights relating to the Procure software, its name, logo, source code, interfaces, features, content, documents, and any other element that comprises or characterizes it. Winsoft International also remains the owner of the source code of the version delivered to the Client.

**10.2** The Client acknowledges that the acquisition of the Procure software does not grant them any intellectual property rights over the software or its elements, but only a right to access and use the software, under the conditions and limitations set forth by these General Terms and Conditions (GTC) and the software's terms of use.

**10.3** Procure is delivered in a fully editable version, allowing the Client to modify, add, or remove elements according to their needs. The Client will only own the additional developments made by them.

**10.4** The Client is prohibited from reproducing, representing, translating, distributing, marketing, making available to a third party, or exploiting the Procure software or any of its components, without the prior written authorization of Winsoft International, except for modifications made by the Client to the delivered version, which they will own. Under no circumstances will intellectual property rights on the standard elements of the Procure software be transferred to the Client, who only acquires a right of use under the conditions defined herein.

**10.5** In the case of evolutions and custom developments carried out at the request of a Client by a Winsoft International provider, the Winsoft International partner responsible for such projects will hold intellectual property rights over the custom developments made for the Client.

**10.6** The Client is the sole holder of intellectual property rights over the data they collect, process, and disseminate via the Procure software, subject to respecting the rights of end users and third parties.



## Article 11 – Duration and termination

**11.1** The Procure solution is provided as a Perpetual License. The necessary FileMaker licenses for the deployment of the Procure solution can be acquired as either permanent or annual licenses.

**11.2** If the Client chooses the annual option for FileMaker licenses, the renewal of the licenses is subject to the Client's acceptance, for the duration of their choice. If the annual FileMaker licenses are terminated, access to Procure will be suspended.

**11.3** In the case of termination of permanent FileMaker licenses, the Client retains access to Procure by using the last version of FileMaker available to them.

## Article 12 – Personal data

**12.1** The Client is solely responsible for the processing of personal data they input into the Procure software. In this regard, the Client engages to comply with applicable data protection regulations. Specifically, the Client commits to informing the concerned individuals (patients) about the collection and processing of their data via the Procure software, to obtain their consent if necessary, to respect their rights, and to ensure the security and confidentiality of their data.

**12.2** The Procure software incorporates the principles of 'Privacy by Design' and 'Privacy by Default' as defined by the General Data Protection Regulation (GDPR). This compliance is reflected by technical measures, such as access management and user profiles. Specific developments or additional measures can be implemented upon request, through the validation of a purchase order.

**12.3** The free trial of the Procure software is conducted on a web platform hosted by the OVH hosting provider on non-HDS certified servers. Therefore, the Client is encouraged to only input sample data during the trial of the Procure software.

**12.4** The Client guarantees Winsoft International against any claims, actions, or requests for damages from the concerned individuals, competent authorities, or any third party, arising from the Client's non-compliance with the applicable personal data protection regulations, including during the free trial of the Procure software.

## Article 13 – Hosting

As the Procure software is installed on the Client's infrastructure (on-premise or Cloud), the Client is solely responsible for hosting the software.

## Article 14 – Advertising

Winsoft International is authorized to include the Client's name and logo on a reference list and to use the Client's name as a reference in any commercial documents.

## Article 15 – Liability

**15.1** Winsoft International is responsible for the proper performance of its obligations under these GTC and for providing the Procure software in accordance with the agreed characteristics and developments, if applicable, with the Client.

**15.2** Winsoft International cannot be held responsible for indirect, immaterial, or unforeseeable damages suffered by the Client or end users, such as loss of revenue, loss of clients, loss of data, damage to reputation, or loss of profit, due to the use or inability to use the Procure software.

**15.3** Winsoft International cannot be held responsible for damages caused by the Client or end users, or by an event outside of its control, such as the Client's fault, the end users' fault, the Client's computer hardware failure, a cyber-attack, force majeure, or an act of government.

**15.4** Winsoft International is not responsible for any malfunctions or data loss related to incorrect use of the Procure software by the Client, a failure of their computer hardware, or a violation of these GTC by the Client.

## Article 16 – Confidentiality

**16.1** Both parties agree not to disclose any information or documents related to the other party's business, work, know-how, or methods that they may have access to, on a confidential basis, or that they might come across during the execution of the contract.

Therefore, each party agrees not to share this information with anyone without the other party's prior written consent.

**16.2** Each party undertakes to ensure that the above confidentiality obligation is respected by its entire staff, consultants, and more generally by any person who needs to know such information in order to perform the contract.

**16.3** The confidentiality commitment set forth above will remain valid throughout the commercial relationship between the parties and for a period of ten (10) years from the end of such relationship.

## Article 17 – Applicable law and dispute resolution

**17.1** Any question relating to these general terms and conditions of sale, as well as the sales of the Procure software and services they govern, which is not addressed by these contractual provisions, will be governed by French law.

**17.2** Any dispute arising from the creation, interpretation, execution, or termination of these general terms and conditions of sale for any reason will be subject to a prior attempt at amicable resolution of the dispute, which shall not exceed fifteen (15) days, unless the parties expressly agree to extend the amicable phase.

**17.3** If an amicable resolution is not reached within the specified period, either party is free to bring the matter before the Grenoble Commercial Court, to which the parties confer exclusive jurisdiction.

**17.4** However, the previous provisions do not prevent the parties from taking, before any competent courts, any conservatory or provisional measures necessary to protect their mutual interests.