



TERMS OF SERVICES

VADE FOR M365 (“EULA”)

ARTICLE 1: PURPOSE

The Vade For M365 platform is accessible in SaaS mode and is to reinforce Microsoft 365 email security by filtering electronic messages received by the User in order to block, according to the technique, illegitimate messages such as attacks by phishing, spear phishing, malware (hereinafter referred to as the “Solution”). It is a service destined for professional Clients acting in the scope of their professional activities.

The Vade For M365 Solution is edited by the company Vade, SASU, with registered capital of EUR 268,831, having its registered office 2 bis rue Antoine Pinay, Parc d’activités des quatre vents à Hem (59510) in France, registered with the Commercial Registry of Lille Métropole under number 509 568 416, VAT Intracommunautaire n°FR04509568416.

The Solution is commercialized under the form of a license by Resellers, or partners of Vade. The present terms of service (hereinafter referred to as “TOS”) define the conditions under which the Client may access the Solution for the benefit of its company and to allow Users of its enterprise to benefit from the Solution edited by Vade. They make up therefore a usage license for the Solution.

The applicable TOS are those in force at the time of initial access to the Solution and may be updated at any time by Vade to take into account market evolution, technical evolution or regulatory changes. Any new function or version of the Solution is subject to the conditions in force accessible on Vade’s internet site.

ARTICLE 2: DEFINITIONS

The capitalized terms figuring in the present document are understood to have the following meanings:

Client: Physical individual or legal entity needing, in the scope of its professional activity, the Solution and having ordered the Solution from a Vade Partner.

Partner: Physical individual or legal entity authorized by Vade to promote and to sell the Solution to professional clientele under a specific Distribution Agreement, .

Solution: Vade For M365 Solution, accessible in SaaS mode on the Vade platform which integrates to Microsoft 365, has as its purpose to filter electronic messages received by the final user in order to block, according to the technique, illegitimate messages concerning attacks, viruses, and practices identified by Vade and integrated into its Solution with respect to rules of the art and reasonable knowledge of the market.

User: Physical individual part of the Client’s enterprise and having access to the Client’s computer system or at least a mailbox and for whom the Client wishes to have the Solution under the Client’s control.

ARTICLE 3: DESCRIPTION

Article 3.1: General dispositions

Vade For M365 is an infrastructure protection solution hosted on Microsoft Azure. The service platform is exploited by Vade which ensures on behalf of the Client and its Users, an anti-spam filtering service and/or anti-virus via the “logging” method: chronological recording of operations of the work software during the functioning of the application.

Thus, all or part of the Client’s email flow is copied to the Vade For M365 platform. It filters



the content of the stream and acts directly in the User's mailbox. All or part of the stream can be deleted, moved to another User's mail folder, marked with a banner in the message, modified with a URL rewrite and/or simply unmodified, according to the result of content analysis made by the platform. Vade For M365 removes logging after the scan is completed and does not intend to preserve the copied information flow. It is the Client's responsibility to fix its email archiving policy and to take any appropriate measures to safeguard its data, including those passing through direct messages.

It is agreed that the Solution and its possible corrections and updates should be developed in accordance with the essential principles of protection of privacy, it being recalled that this Solution must necessarily have a "reading" of some information within emails in order to be able to function and without viruses. It guarantees the non-regression of any new version of the Solution with the latest version of the Vade For M365 existing at the time of the initial Client order in the sense that any new version substituted for the earlier version must continue to provide the functional and technical features of the previous version of the Vade For M365.

Article 3.2: Continuation of Service

Vade For M365 is based on the service level contract of Microsoft For Microsoft 365 and the service level contract for Microsoft Azure. The availability commitment for Vade For M365 platform is 99.9% as defined in the Maintenance, Support, and Service level agreements (SLA) Document of Vade.

Article 3.3: Access to the Solution

The Solution is made available to the Client in SaaS mode. It is up to the Client to designate within its entity or, if necessary, outsourced if it so wishes, the person who will provide and assume the function of Solution administrator. This administrator is the person who manages,

on behalf of the Client, the license and the Solution, performs the settings, exchanges with the Support service if necessary. It must therefore have appropriate qualifications to participate in the implementation of the Client's IT security. He is the only contact point of the Client with Vade as well as any person who would be substituted for him with the quality of administrator.

It is important that the administrator take note of the Administration Guide and the Installation Guide and the SLA which are communicated to the Client prior to the order and/or during installation and on request from Vade. These documents may be updated and communicated to the Client and the administrator by any appropriate means.

ARTICLE 4: RELATED SERVICES

Vade is committed to ensuring updates to the Vade For M365 platform, as well as to providing technical support to the Client, or to the Partner as agreed, according to the following terms and conditions:

Article 4.1: Updates

The operation of Vade For M365 necessarily implies the development of a minor remediation and evolutionary updates in order to overcome the techniques designed to circumvent the anti-spam functions. The availability of these updates will be done automatically in the case of a service in SaaS mode, as well as their development. If needed, Vade reserves the possibility of interrupting the Service to carry out technical interventions, in order to improve its operation or for any maintenance operation after having informed the Client in its management and settings interface of the Solution or by any appropriate means.

Article 4.2: Technical assistance

To ensure adequate continuity of Service and to accompany the Client in the configuration of Vade For M365 Solution, Vade provides



technical assistance to solve any technical difficulties. The Client can contact the technical support by phone (see the numbers on the website and the availability of the support on the SLA), or by form via Vade's website. In the event of an incident, Vade undertakes to ensure a return to operational service within the time limits provided by the SLA, and will inform the Client as soon as possible.

ARTICLE 5: ORDERS

Before ordering, the Client is invited to ask any useful questions either directly from Vade when he is in contact with it or the Partner who has presented the Solution.

The Client acknowledges having verified his interest in the Solution and having received from Vade or its Partner, all the information and advice that was necessary for him to order the Solution.

Any order must be formalized by a purchase order recalling the designation of the service, the Client concerned and the number of User licenses, the price, the duration and any other useful mention.

Vade will provide the Client and/or Partner with a key corresponding to access to the Solution once the Partner has placed an order with Vade and set the price of the licenses.

ARTICLE 6: DURATION

Access to the Solution depends on the number of licenses ordered, the correct use of the Solution in accordance with its destination, the compliance with these TOS, the payment of the license price to Vade.

The license may be fixed-term, with or without tacit renewal. Without tacit renewal, the license expires at the end of its term, without any formality being necessary. Conversely, if a tacit renewal is mentioned in the order sent by the Partner to Vade, the license will be renewed on each anniversary date unless waived by notification by registered mail at

least 15 days before that deadline (the Postmark date serving as proof of date).

ARTICLE 7: PRICE

The Solution is provided in return for the complete payment of the price. In the absence of a complete settlement to Vade at maturity or breach of such EULA, access to the Solution may be suspended and/or interrupted without compensation if no correction has been made for more than 30 days after formal notice.

ARTICLE 8: CONTROL & AUDIT

The Client and the Partner are informed that Vade can always ensure the proper use of the Vade For M365 platform, check Users to ensure that they have a license.

In particular, Vade (and as the case may be, together with an appointed reputable external auditor) may on reasonable notice and at reasonable time intervals and for a reasonable duration, verify any data regarding access and use of the Solution and the correspondence between the scope of the license subscribed and the current use.

ARTICLE 9: RESPONSABILITY

IT security and in particular that of direct messages operates necessarily through a combination of means, the Solution participating in this protection purpose, taking into account the current knowledge of e-mail attacks, malware, Phishing techniques, including spear phishing. Vade make its best efforts to maintain the Solution updated with the constantly evolving knowledge and practices. The obligations of Vade are defined as obligations of means.

It should also be emphasized that the Solution is subject to a Client-specific parameterization and control that determines, in relation to its activity, the risks that it has found and the level of setting it considers appropriate, as also determined by the Partner. The human factor



is therefore a key element in the implementation of a security policy as well as the awareness of the users of direct messages and the information system of the Client on good practices. Finally, the Solution includes blocking and/or deleting emails detected as suspicious or dangerous which the Client acknowledges.

In the event that the liability of Vade or its Partner is incurred, it shall be capped in any case, irrespective of the legal basis invoked, except for gross negligence or bodily harm to the professional liability ceiling.

In any case, Vade cannot be held liable for any damage that may arise in particular from the interception of a false-positive, from the inability to access an email or an attachment in view of the nature of the Solution and that, upon loss of data, profits, opportunities, the commercial disturbance, the impairment of the image that would result from a Client's setup, misuse of the Solution or fault of the Client or one of its users.

ARTICLE 10: FORCE MAJEURE

The responsibility of the Parties cannot be engaged when an unpredictable, unavoidable and external event impedes the performance of their respective obligations. The event of force majeure or its consequences suspends the obligations affected by this force majeure as long as it is unavoidable. The party wishing to invoke a case of Force Majeure agrees to notify the other party by registered letter with acknowledgement of receipt. To the extent that the case of force majeure or its consequences on the Solution and/or its access would continue to exist within a period exceeding 30 days from the notification made to the other party, the full license could be terminated without any indemnity being due to either party.

ARTICLE 11: TERMINATION

Each Party shall have the option of terminating this user license, two months after formal notice by registered letter with acknowledgement of receipt addressed to the other party which has remained without effect, in the event that the latter would fail one of its obligations.

It will also automatically cease, without the need for any legal formality or otherwise, in the event that one of the Parties ceases to have its business, declares or is declared insolvent, or enters into legal or voluntary liquidation within the limits permitted by law.

It can also automatically cease, in the event that the Vade ceases to develop the Solution and its updates, without a replacement by a service presenting substantially similar functionality and performance, and perfectly interoperable and compatible with the Client's infrastructure. In this case, Vade undertakes to reimburse the price of the license already paid on a prorata temporis basis, provided Vade has been paid of such price by its Partner.

ARTICLE 12: CONFIDENTIALITY

All information and data of any kind, whether written or oral, relating to the Solution, Clients and Users as well as business plans, commercial strategies, data of a legal, commercial or financial nature of one of the Parties and to which the other party would have access under the contract or their relationship, (hereinafter referred to as "Confidential Information").

Each Party undertakes to use Confidential Information only to carry out its obligations under these terms. Each party guarantees the confidentiality of Confidential Information and is prohibited from communicating it to persons other than those who have the quality to know, whether salaried or service providers, by appropriate taking the technical and organizational measures.



This confidentiality undertaking does not apply to information:

- Entered into the public domain prior to the date of disclosure or communication or which will fall into the public domain after their communication and/or disclosure without the cause is attributable to the other party;
- It can be shown that they are already known to the other party prior to their transmission;
- That would have been developed independently of the other party;
- That have been received by a third party in a lawful manner, without breach of the contract;
- The law, applicable regulations or a court decision require to disclose.

ARTICLE 13: PERSONAL INFORMATION

Each party agrees to abide by the laws and regulations applicable to the protection of personal data.

Vade is concerned with the protection of privacy and does not have the right to access the Client's personal data which transits by the Solution.

13.1 Treating the order

In the context of the preparation, the awarding and the execution of the order to enable the Client to access the Solution, Vade is obliged to process personal data as the controller responsible for the treatment mainly for the management of the business relationship with its Partners and Clients. It therefore necessarily collects for the needs of Solution access and the license, data relating to the Client and the employees of the Client in charge of the order and/or the implementation of the Solution in its organization.

13.2 Using the Solution

The Solution is chosen by the Client that uses Vade For M365 to enhance e-mail security. In this respect the Client is responsible for

processing for the treatments induced by the use of the Solution in particular with regard to the Users.

Vade acts as a subcontractor under the meaning of the regulation as it will deal with personal data relating to emails and attachments and to the User's mailboxes on behalf of the Client for the sole purpose of implementing the Solution.

The obligations of the Parties shall be governed in the following manner:

Article 13.2.1. : Obligations of the Controller

The Controller shall comply with the applicable law and shall ensure that all necessary formalities are fulfilled for the treatment resulting from the choice of the Solution and the execution of the present document. It guarantees respect for the principles relating to the processing of personal data and the rights of the persons concerned. It shall ensure that in the case of data transfer outside the European Union, the transfer takes place in a country which offers adequate protection or adequate guarantees within the meaning of the GDPR.

The Client must ensure that the information system it uses presents the characteristics and conditions required to be able to carry out the processing of personal data envisaged in the light of the regulations in force, especially when said system is used to process sensitive data (e.g. health data) or requires the prior completion of an impact study.

Article 13.2.2. : Obligations of Vade as subcontractor

The Parties agree that these clauses are written instructions under the meaning of the controller's GDPR to the subcontractor. Vade, as a subcontractor, is committed to:

- Deal only with the personal data which it must deal with in the light of the purpose of the Solution and the license which the Client



enjoys, for the purposes of the proper performance of the present document, in accordance with the instructions contained in the present document or those received from the controller from the time it has expressly accepted them, and if it considers that an instruction constitutes a violation of the GDPR or any other provision of Union law or the law of the Member States on the protection of data, to inform the Partner and/or the Client immediately, as appropriate, by any written means at its discretion.

- Ensure that the treatments are carried out only by the services of Vade and its potential providers concerned with the supply and management or improvement of the Solution, and that they are employees, providers or subcontractors, who are subject to a confidentiality obligation or an appropriate legal obligation of confidentiality.

- Take the necessary measures to ensure the safety and integrity of the personal data which it is required to deal with in the scope of the present document.

- To assist the Client, to the extent of the information and means at its disposal, to fulfil its obligation to respond to the requests of the persons concerned or the supervisory authorities.

- Delete the data upon the request of the Client or sooner if the Solution is set up for automatic or manual deletion done before any express request.

It is agreed that the purposes of the treatment operated by Vade are determined exclusively by the very object of the provision of the Solution and its hosting in Microsoft Azure.

The categories of personal data processed are identification data, emails, and document formats, links associated with emails or attachments, cookies as well as technical data of these items which do not necessarily meet the qualification of personal data.

The categories of people concerned are the Users who are determined by the Client and who act within the framework of the Client's organization.

The retention times of the processed data are linked to the logging of the emails which is set by default at one day.

In the case of data transfer in the context of the operation and the management of the Solution, Vade undertakes to favor transfers within the European Union and in the case of transfer to a third country, that the treatment is carried out within a country benefiting from a decision of adequacy, or for the United States, in compliance with a Privacy Shield certification or that the treatment be framed for the standard contractual clauses of the European Commission or the BCR in accordance with the GDPR.

Article 13.3 Breach of security

In the event of a breach of personal data, the Parties undertake to keep themselves informed and to cooperate in order to be able to remedy them in the best conditions. They shall communicate any information as to the occurrence of any complaint addressed to it by any individual concerned by the treatment carried out under these conditions.

This communication shall be carried out as soon as possible, not more than forty-eight hours following the identification of the incident which may lead to a breach of the personal data, and shall be accompanied by any useful documentation in order to enable each of them to act accordingly and, if necessary, to notify the competent supervisory authority of this breach.

The Client, as the person in charge of the treatment, is responsible for any notification to the supervisory authorities as well as the information of the persons concerned and Vade and the Partner, as Subcontractor, assist the Client.



Article 13.4 Supervision

In case of supervision by the Client of a competent authority, Vade is committed to cooperate with it and the supervisory authority. The Client may not make any commitments on behalf of Vade.

Article 13.5 Data protection referent

In case of question(s) or request(s) of the Client and/or the Partner, contact the data protection referent of Vade at the following addresses:

- By mail sent to the following address: Personal Data Officer – 2a Antoine Pinay Avenue – 59510 Hem;
- By email sent to the following address: dpo@vadesecure.com.

ARTICLE 14: INTELLECTUAL PROPERTY

Vade is the exclusive holder of all intellectual property rights in the "Vade For M365" Solution. No stipulation or declaration may be construed as conferring on the Client and/or the Partner any right to the intellectual property Rights of Vade and in particular of the right of reproduction, representation, decompilation, adaptation, except as expressly provided herein.

The Client is granted a right of use by non-exclusive and non-transferable which is the subject of these TOS and a license and Vade guarantees the Client in the event of eviction due to a third party based on an intellectual property right.

Vade undertakes to intervene in any actions that would be initiated against the Client on the basis of an intellectual property right, such as copyright, patent, trademark, as a result of the platform of the "Vade For M365".

Vade is free to take legal action to defend its rights or to make any provision in order to put an end to any dispute. In the event that a prohibition to use all or part of the Solution resulting from a decision which has been made

in force of thing judged or resulting from a transaction concluded by Vade with the plaintiff in said action, Vade shall undertake at its own expense:

- To obtain the right for the Client to continue to use the contentious elements;
- Or, in the event of impossibility, to replace or modify the elements contested by other equivalents, in order to ensure the same functions and/or functionality of the Solution.

ARTICLE 15: APPLICABLE LAW – JURISIDCTION

This contract is subject exclusively to French law excluding the rules of conflict of law and CISG. In the event of a dispute concerning the conclusion, execution or breach of the contract or relating to the relationship between Vade and the Client or the Partner, the Parties undertake to seek an amicable solution. In the absence of amicable settlement within 30 days of the disclosure of the dispute by registered letter with request for notice of receipt, the Parties agree to award exclusive jurisdiction of the Commercial Court of Lille Métropole, even in case of plurality of defendants or of appeal as collateral or of interlocutory. Any action against Vade which is, in whole or in part, the present and related to the Solution and the proper performance of the present is prescribed by one (1) year.

ARTICLE 16: GENERAL TERMS

Article 16.1: Severability

In the event that a clause herein is declared invalid or unenforceable, said clause shall be separated and the other clauses will remain in force and in full effect.

Article 16.2: Completeness Clause

These TOS contain, along with SLA, all the conditions and obligations establishing the terms of Vade's license on the Solution which cannot be contradicted or supplemented by prior or subsequent declarations or documents



which would have not received the express agreement of Vade by an authorized person.

Article 16.3: Non renunciation

The fact for one party to grant the other a derogation and/or not to sanction the non-performance by that other party of one or more of the obligations under this contract shall not constitute a waiver of the right for the first to exercise all of their rights in the event of a further breach or delay on the part of the other party.