VADE End User License Agreement

VADE a French Société par Actions Simplifiée, having its principal place of business at 2bis avenue Antoine Pinay, 59510 Hem, France, also acting in the name of and on behalf of its Affiliates, ("**Licensor**") has simplified its licensing documentation for the add-on made available to you ("**You**") on Splunk Apps base. This end user license agreement ("**Agreement**") defines the terms and conditions of use applicable to the Software, as defined hereafter. You agree that the terms of this Agreement will apply to each Software that you license through Splunk Apps.

1.   Definition. In this agreement including its exhibits, the following words used with a first capital letter in singular or plural shall have the following meanings:

"**Affiliates**" means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with VADE. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity. For the purpose of this Agreement, Vade USA Inc, Vade Japan K.K., VADE Secure Software Canada Inc. and Vade Secure LTD are Affiliates.

"**Third Party Product**" means any non-VADE-branded Software. For avoidance of doubt, Splunk Material is a Third Party Product.

"**Software**" means any programs in any form, including but not limited to those which are incorporated into hardware, its documentation (if any). For the purpose of Agreement, the add-on Vade for M365 Add-On for Splunk and its documentations.

"**Splunk Material**" means but without limitation, Splunk's software, user interface, API, platform or documentation.

2.   Purpose. The purpose of this Agreement is to define the terms and conditions under which Licensor grants You a license. The download of the Software is subject to the acceptance of this Agreement.

3.   Duration. This Agreement become effective from the acceptance of the document or downloading date of the Software for an indeterminate period.

4.   License. Subject to the terms and conditions of this Agreement, Licensor grants to you a non-exclusive, non-transferable, non-transferable, free of charge license to download and use the Software in connection with the Splunk software and a product VADE. You understand that Licensor remains all intellectual property right on the Software.

5.   Qualified User. The Software is to be used only in conjunction with (a) the specific Splunk software product or service identified in materials distributed with the Software, with which such Software was designed to operate and (b) a product VADE. Therefore, you may use the Software only if you are an authorized user of the Splunk software and a VADE product by separate agreements. This Agreement does not modify or alter the terms of the agreement delivered with the Splunk software and/or VADE product. This Agreement does not grant You a license on Splunk Material and/or VADE product.

6.   Restrictive use. You understand and agree to not (i) transfer, sell, sublicense, monetize or make the functionality of Software available to any third party; (ii) use the Software on second hand or refurbished VADE equipment not authorized by Licensor ; (iii) remove, modify or conceal any product identification, copyright, proprietary, intellectual property notices or other marks; (iv) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Software or (v) use Software other than as part of Licensor permitted use.

7.   Maintenance and support. Licensor have no obligation to provide You maintenance and/or support relates to the Software.

8.   Third Party Product. You are responsible for any Third-party Products that you install or use with the Software. Your use of such Third-party Products is governed by separate terms between you and that third party. Licensor is not a party to and is not bound by any of those separate terms. You acknowledge that Licensor is not responsible for the availability, compatibility or for the fulfillment of any Third-party Product warranty or for problems arising of the use of Third-party Products.

9.   Warranty. The Software is furnished on an "**AS IS**" basis, and licensor disclaims all warranties, express or implied, including without limitation, warranties of non-infringement of third-party rights, or of merchantability or fitness for a particular purpose, and any warranties arising by statute or otherwise in law, or from a course of dealing or usage of trade. Licensor specifically does not warrant that the Software will meet your requirements; will operate in all the combinations which may be selected for use by you; that the operation of the Software will be error-free or uninterrupted, accurate, useful, reliable, or complete; or that all errors or defects in the Software will be corrected. Licensor shall not be liable for any damages whatsoever arising from or relating to your

use or inability to use the Software. **You use the Software at your own risk**.

10. Limitation of Liability. Under no circumstances will licensor be liable to you for any indirect, incidental, consequential, punitive, special or exemplary damages, for loss of profits, use, revenue, or data or for business interruption (regardless of the legal theory for seeking such damages or other liability) arising out of or in connection with use of the Software, whether Licensor has been advised of the possibility of such damages. In addition, the liability of Licensor arising out of or relating to the Software will not exceed the amount paid or payable by You (if any) for such Software under this Agreement.

11. Compliance. You agree to comply with all regulations applicable in the performance of its contractual obligations under this Agreement and in particular under the U.S. Foreign Corrupt Practices Act of 1977, the Japanese Law No. 47, known as "UCPA", the French Law n°2016-1691 of December 9, 2016 on transparency, the fight against corruption and modernization of economic life (Loi Sapin II), and with the OECD Convention on Combating Bribery, in order not to impair VADE's image and reputation (hereinafter the "Anti-Bribery Rules"). In this respect, You warrants and undertakes not to (i) offer, give or grant, or (ii) ask VADE to offer, give or grant to a government official or local government official or to any private organization directly or indirectly, any advantage, financial or in kind, for the sole purpose of obtaining from this government official or local government official any undue advantage or decision. You represent that it has not been convicted of any criminal offense (especially any offense involving fraud or corruption) and declares that, to its knowledge, it is currently under no investigation for criminal offense, and it is not subject to any ineligibility, exclusion, partial, temporary or permanent suspension from any governmental or public authority's program. Client shall cause any person who has to work under this Agreement whether employed by Client or contractually bound to it to comply with these commitments.

12. Export. You may not use or otherwise export or re-export the Software or any related Software or technology except as authorized by United States law and the applicable laws of the jurisdiction in which You acquired the Software. In particular, but without limitation, the Software may not be exported or re-exported (i) into any U.S. embargoed country or region, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List, Entity List or Unverified List. You also

agree that it will not use the Software for any purposes prohibited by United States law or French law. You are solely responsible for complying (if applicable) with all import, export, and re-export control laws, including but not limited to the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR").

13. US Government end User. The Software is deemed to be "commercial computer software" and "commercial computer software documentation pursuant to FAR 12.212 and DFARS 227.7202. All U.S. Government end user acquire the Software with only those rights set forth in this Agreement. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

14. Termination. If You breach any provision of this Agreement, Licensor may terminate this Agreement, without compensation and without prejudice to damages or legal remedies effective immediately upon written notice to the Licensor, and do not cure the breach within fifty (15) days after receiving written notice thereof from the Licensor.

Notwithstanding if the breach of this Agreement causes a money damages which remedy may not be sufficient and that licensor shall be entitled to seek any equitable relief, including injunctive relief and specific performance to remedy or prevent any breach or threatened breach of this Agreement by the Receiving Party. Such remedy shall be in addition to all other remedies available in law or in equity.
Licensor may terminate this Agreement, without compensation effective immediately after a notice period of at least thirty (30) days from receiving a written notice.

15. General. This Agreement will be governed by and construed in accordance with the laws of the France (and, to the extent controlling, the federal laws of the United States, without reference to the conflicts-of-laws rules thereof). The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between Licensor and you with respect to the Software. Any and all dispute, controversy, claim or question arising out of or relating to the Agreement including the validity, binding effect, interpretation, performance or non-performance thereof shall be submitted to the courts of Paris (France).