GENERAL TERMS OF SERVICES

VADE CLOUD

SECTION 1: PURPOSE

Through Vade Cloud, Vade carries out the filtering of electronic messages received by the user to prematurely stop, according to the state of the technique, all unlawful e-mails.

These conditions define the conditions according to which Vade offers the Service to the user. Vade reserves the right to modify and update the General Terms of Service. These conditions will apply to any new feature or version whatever its nature, related to the Service.

SECTION 2: SERVICE DESCRIPTION

Section 2.1: General Provisions

Vade Cloud is a hosted infrastructure protection solution, proposed in a "service hosted in the network" mode. The platform of service is operated and hosted by Vade by its own techniques and provides to the user a Spam filtering and / or anti-virus service in "gateway" mode: the whole flow of emails of the user's domain(s) has to be redirected to the Vade Cloud platform. This platform filters the content of the flow and communicates it once filtered to the user's mail servers. All or part of the flow may be rejected by the platform (refusing SMTP), quarantined for consultation, marked in the message for classification and/or simply issued to the target platform, according to the result of the analysis on the content carried out by the platform.

Section 2.2: Continuity of Service

As part of the routing of messages from the Vade Cloud platform to the user's messaging platform, Vade Cloud will keep queued messages for a maximum time specified in the document Maintenance, Support and Service Level Agreements (SLA) from the time it received the message. It is the user's responsibility to ensure the availability of its own platform, so that emails can be delivered within that period. Beyond this retention time, Vade Cloud will proceed with the removal of blocked messages and the delivery of an acknowledgment of non- delivery (Delivery Status Notification DSN) to the issuing infrastructure. The user is informed that the delivery of the DSN is not guaranteed and depends on the configuration of said issuing platform.

Section 2.3: Optional "outgoing filtering" service

The activation of the service enables the Vade Platform to be used for outgoing filtering. The user is informed that this service is not appropriate for sending commercial e-mailings. Accordingly, Vade shall not ensure the proper deliverability of emails of this type.

SECTION 3: ADDITIONAL SERVICES

In addition, Vade commits itself to provide updates for the Vade Cloud platform, and to make technical support available to the user under the following conditions:

Section 3.1: Updates and Maintenance

The working of the Vade Cloud service necessarily involves the development of minor corrective and perfective update, to overcome the techniques intended to circumvent anti-spam features. Supplying these updates will be done automatically, as the developments progress, without the user having to make any request.

If necessary, Vade reserves the right to interrupt the service to carry out a technical intervention, in order to improve its operation or for any maintenance operation.

Section 3.2: Technical Assistance

In order to offer an adequate continuity of the service and to support the user during the minor installation of Vade Cloud, Vade makes available to the user a technical support to resolve possible technical difficulties that could arise in the performance of this contract.

The user has an obligation to cooperate with Vade. The user can contact technical support by phone (phone numbers are available on Vade website and availability in the SLA), or with the form via the Vade website. The user is informed that if an incident was noted, Vade would make every effort to a return to operational service as soon as possible.

SECTION 4: ORDER

Any order placed with Vade or its partners is formalized by a purchase order that the user agrees to return as soon as possible. Orders are no longer subject to modification or cancellation after acceptance of the purchase order by Vade.

SECTION 5: INFORMATION FOR THE USER

The user acknowledges to have checked the adequacy of the service for his needs and to have received from Vade or its partners all the required information and advice to sign to this commitment.

SECTION 6: TERM

The term of the contract between the parties is indicated on the purchase order and starts from the date of acceptance of the purchase order by the user. The contract may be a fixed-term or a tacit agreement one with a minimum term of commitment. At the end of the fixed term contract, the contract is terminated automatically without any formality being required. On the contrary, under a tacit agreement, the contract will be renewed on each anniversary date of the contract, unless termination by registered mail at least three months before the deadline. As attested by date on postmark.

SECTION 7: PRICES

By virtue hereof, the user will pay Vade an amount depending on the services selected when ordering. The detail and setting of this price will be included in the purchase order, communicated to the user. Unless otherwise specified, payment is expected within 30 days after the user has received the invoice. Upon failure to make complete payment on the due date, after a formal notice that has remained without response, the Service may be suspended and/or discontinued without indemnities.

A flat-rate indemnity for recovery costs (40euros) will automatically be applicable in case of delay in payment for the commercial transactions, as well as the automatic application of late payment penalties equal to 25% of the annual price on the day following the due date. No discount shall be accepted in the event of a premature payment

The price of services will be revised on the anniversary of the contract according to the increase in the Syntec index, according to the following formula:

$P = P_0 \times (S/S_0)$ in which:

P represents prices of the Services after revision

P_0 represents prices set on the initial purchase order

S represents the newest Syntec index known at the time of revision

S_0 represents the Syntec index known on the anniversary of the contract. In case of disappearance of the Syntec index, the Parties would agree on the choice of a replacement index. Failing agreement, the Parties shall endeavor to reach an agreement, before bringing any matter before the Court, with express jurisdiction being granted to the Lille

Metropole Commercial Court. Any delay in determining the replacement index would not result in Vade waiving the application of this section. A further adjustment will be considered.

SECTION 8: LIABILITY

Vade shall continuously ensure the proper use of the platform and is empowered, as necessary, temporarily or not, to suspend the access to the service, without prior notice, in the event of an improper use of the service. The following, in particular, are considered improper use: Any attempt at unlawful access, hacking, corruption of data, accounts and/or systems; in the presence of an unusually high or intensive message flow which causes or may cause a congestion or a dysfunction of Vade's infrastructures; any use of Vade's infrastructures whatsoever, which, by its existence, causes or may cause an inconvenience for the other users of the service. The Parties could not be held responsible if an unpredictable, irresistible and extraneous event prevents fulfilling the contract or any obligation emanating from these conditions. (Case of Force Majeure). The Force Majeure suspends the fulfilment of their respective obligations for the Parties, except obligations relating to confidentiality and guarantee for respect of intellectual property rights. The Party asserting a case of Force Majeure commits himself to notify it by registered mail with acknowledgment of receipt to the other party. Insofar as the case of Force Majeure would still exist within more than 30 days from the notification to the other party, this contract would automatically be terminated without any compensation being due by either of the Parties.

Vade cannot be held liable for any indirect damage that may in particular result from the interception of a false positive, the impossibility to access an email or the use of every mechanism, system, program or object referred by the Service, including any damages associated to loss of profits, loss of opportunities, commercial disruption. The term indirect damage means damages which do not result exclusively and directly from the shortcoming of Vade Cloud's service. Vade cannot be held liable in the event of an improper use by the User of the Vade Cloud Service. Vade is only subject to a best-efforts obligation. In the event whereby Vade's liability were to be acknowledged, the amount of the indemnity would be limited to the reimbursement of the service provisions paid.

SECTION 9: TERMINATION

This Agreement would automatically be terminated, without any judicial or other formality being required, in the event whereby one of the Parties would cease its activity, declare or be declared insolvent, or would fall into a compulsory or voluntary liquidation. This contract would automatically be terminated two weeks after sending a registered letter with acknowledgment of receipt to Vade indicating the user's intention to implement this clause on the supposition that Vade would cease to develop the service and its updates without replacing it with a service with substantially the same functions and performance and fully interoperable and compatible with the user's infrastructure. In this specific case, Vade is committed to a refund of the service already paid by the user, in proportion to remaining service time.

Each Party will have the option of terminating this Agreement, two months after formal notice by registered letter with acknowledgment of receipt to the other Party which has remained without response, on the supposition that the latter failed to comply with of the obligations assigned to him in accordance with this Agreement.

SECTION 10: CONFIDENTIALITY

Vade guarantees the confidentiality of information (hereinafter called "Confidential Information"), whatever its nature, written or

verbal, which is known in the context of these conditions and undertakes not to share it with other people than those who are entitled to know such information by virtue hereof. Vade commits itself to use Confidential Information only to perform its obligations referred to herein.

This privacy commitment does not apply to information: - which had fallen into the public domain prior to the date of disclosure or communication, or which will fall into the public domain after the disclosure and/or communication without the cause being attributable to the other party, - for which it can be shown that it is already known by the other party prior to its communication, - which would have been developed independently from the other Party, which would have been received by a third party in a lawful way, without breaching the contract, - the disclosure of which would be required by the law, applicable regulation or a notification of a court decision.

SECTION 11: PERSONAL DATA

As part of the accomplishment of the Service and the protection of its infrastructure, the User allows Vade to: Receive, transfer, store, analyze, and report its incoming e-mails for the issuance of the Service. Vade ensures that access to the contents of emails in transit on its systems is treated as a strictly confidential information to which access is prohibited to any person who would not be part of the technical team providing this service, except in the conditions strictly defined by the law.

Vade is implementing the necessary measures to ensure this confidentiality as it is customary to do so in the profession, but cannot be held liable for any failure, beyond its control, particularly in cases of ill-intent or a deliberate attack of its computer systems by third parties. Vade informs the User that the collected data is not subject to interconnection of files and

that it undertakes not to communicate any of the collected data to third parties.

In accordance with the French Data Protection Act (Loi Informatique et Libertés) of 6 January 1978 (amended by the law of 6 August 2004 relating to the protection of individuals on personal data processing), the User is granted the right of access, rectification and objection to his personal data, collected during the registration or the use of this service.

These rights may be exercised by contacting Vade at the following address:

VADE
Data Protection Officer
2 bis Avenue Antoine Pinay
Parc d'activité des 4 Vents
59510 HEM
France

SECTION 12: INTELLECTUAL PROPERTY RIGHTS

The User has a non-exclusive and non-transferable right of use of the dedicated Vade Cloud platform for the duration of this contract.

The User undertakes, in particular, not to copy, reproduce, assign, translate, some or all of the programs set up on Vade Cloud, which also includes the documentation. Vade informs the User that the trademark Vade and the trademarks of its by-products are registered. Nevertheless, Vade can occasionally grant the user the right to use its distinguishing features in consideration for a prior approval on each publication project. Any breach of this Section, will result in the automatic termination of this contract, without notice, and may incur the User's criminal liability.

SECTION 13: GENERAL PROVISIONS

SECTION 13.1 – APPLICABLE LAW - SETTLEMENT OF DISPUTES

These conditions are subject to French law. Any dispute relating to this Agreement, failing amicable agreement, will be subject to the

exclusive jurisdiction of the Lille Metropole Commercial Court, even in the case of multiple defendants or the introduction of third parties.

SECTION 13.2: DIVISIBILITY

In the case whereby any clause of this agreement would be declared invalid or unenforceable, such clause will be separated, and the remaining parts of the Contract will remain in force and shall be effective.

SECTION 13.3: NON WAIVER

The fact that one of the Parties grants an exemption to the other and/or does not sanction the non-fulfilment of any or several obligations by the other Party under this contract, shall not constitute a waiver to the right for the former to exercise all its rights in the event of a subsequent breach or delay by the other Party.

Specific provisions for the optional "outgoing filtering" service

The activation of the outgoing filtering service shall give rise to the full and complete acceptance of the following specific provisions, without calling into question the proper application of the general conditions of use of the Vade Cloud service.

Service

The activation of the service enables the Vade platform to be used for outgoing filtering.

Use

The user is informed that this service is not appropriate for sending commercial e-mailings. Accordingly, Vade shall not ensure the proper deliverability of emails of this type.

Responsibilities

Vade continuously ensures the respect of the proper use of the platform and is empowered, as necessary, temporarily or not, to suspend the access to the service, without notice, at its discretion in the event of an improper use thereof.

The following, in particular are considered improper use:

- Any attempted unlawful access, hacking, corruption of data, accounts and/or systems,
- In the presence of an unusually high or intensive message flow which causes or may cause a congestion or a dysfunction of Vade's infrastructures,
- Any use of Vade's infrastructures whatsoever, which causes or may cause an inconvenience for the other users of the service