

Appendix 4

Terms of Use

RAINBOW VOICE

TERMS OF USE

April 7th, 2020

These Terms of Use (these "Terms") govern the use of Rainbow paid service (the "Rainbow" or "Service") that you have purchased either directly from ALE International or an Authorized Reseller (hereafter the "Service Supplier", "we", "us", "our").

Rainbow is a communication solution provided by ALE International ("ALE"), a France corporation with registered office address at 32 avenue Kléber, 92700 Colombes, France, registered at the Nanterre Commerce and Companies Registry under number 602 033 185 RCS Nanterre (more information available at www.al-enterprise.com). Rainbow is further described in Section 3.

Any capitalized term used and not otherwise defined in these Terms shall have the meaning ascribed to it in Appendix 1.

1. Acceptance

BY SUBMITTING A SUBSCRIPTION ORDER FOR RAINBOW SERVICES TO SERVICE SUPPLIER (THE "SUBSCRIPTION ORDER") OR BY USING THE SERVICE, YOU AGREE TO THESE TERMS.

IF YOU ARE DOING THE FOREGOING AND ACCORDINGLY AGREEING TO THESE TERMS IN THE NAME AND ON BEHALF OF A LEGAL ENTITY INCLUDING ANY AFFILIATES SPECIFIED IN THE SUBSCRIPTION ORDER, THEN YOU AKNOWLEDGE THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND AFFILIATE(S), IN WHICH CASE "YOU", "YOUR" OR "YOUR COMPANY" SHALL REFER TO SUCH ENTITY AND AFFILIATE(S). IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, THEN DO NOT USE RAINBOW.

Rainbow is not intended to be used for recreation or entertainment and for children and teenagers; Rainbow can only be used by persons having the age of "majority" as defined in your jurisdiction with respect to the children protection regulations. If ALE or the Service Supplier (if it is an Authorized Reseller) learns that Personal Data of non-adults have been collected through Rainbow, then ALE or the Service Supplier may deactivate the involved account(s) (including your and your Users' account) and/or make the Service inaccessible to you and any of your Users pursuant to Section 4, paragraph E, unless Rainbow is used for educational purposes under the control and responsibility of the institutions subscribing to the Service.

Your continued use of Rainbow following any revision of these Terms published by ALE in accordance with applicable law in your jurisdiction and pursuant to Section 3 will signify your assent to and acceptance of such revised terms.

Upon your acceptance of these Terms as set forth above, these Terms shall constitute a binding agreement between you and the Service Supplier and be part of the Agreement.

Subject to your acceptance of these Terms, you and your User(s) may download the software application of Rainbow (the "Software") in order to ease yours and your user(s)'s access to the Service. The Software is licensed to you under ALE's EULA which must be accepted by you when downloading the Software.

2. Service Requirements: IP Network Sufficiency

You acknowledge and agree that: (i) Rainbow Service requires a properly-configured, high performance, enterprise-grade broadband IP network and connection; (ii) use of Rainbow Service with any lesser network, services, or connection may result in partial or complete unavailability, interruption, or under-performance of the Rainbow Services or other services utilising the same network, services, or connection; and (iii) 3G networks are not recommended for use with the Rainbow Services. Accordingly, you agree to provide and maintain, at Your cost, an IP network, services, and connection meeting the foregoing standards and all equipment necessary for the Rainbow Services to connect to and use such network, services, and connection. ALE is not liable for any unavailability, interruption, or under-performance of Rainbow related to your IP network or connection.

3. Terms Scope and Service Description

- A.** These Terms govern your use and the use of the Rainbow Service by employees or agents/contractors of your Company (collectively "your Users" or "Users").
- B.** With regards to the Rainbow Service only and without prejudice to any other service the Rainbow Service might be combined with, your agreement with the Service Supplier (the "Agreement") consist of:
- (i) the specifications of the Rainbow Service you have purchased as described on www.openrainbow.com;
 - (ii) the Subscription Order only to the extent applicable to the Rainbow Services; and
 - (iii) these Terms.

In the event of a conflict, the order of precedence is as set out above. For the sake of clarity, other services bundled with Rainbow by the Service Supplier within its cloud based offering will be governed by their own terms and conditions as specified by the Service Supplier. Furthermore, standard terms and conditions of your Company -if any referred to or incorporated into the Subscription Order- are not applicable to Rainbow.

- C.** If you have purchased Rainbow through an Authorized Reseller, you acknowledge and agree that ALE is a third party beneficiary of these Terms, and that, upon your acceptance of these Terms herein, ALE, as the provider of Rainbow, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you and/or any User, and shall benefit from any or all the rights and remedies of the Authorized Reseller under these Terms without prejudice however to other rights and remedies that may be available between ALE and the Authorized Reseller.
- D.** If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall

be deemed a further or continuing waiver of such term or any other term, and Service Supplier's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

- E. To the extent permitted by applicable law, ALE may update and make changes to these Terms from time to time. ALE will notify you any updated Terms via any means at ALE's election in accordance with applicable law including without limitation by posting onto or making available through ALE dedicated website the updated Terms. To the extent required by your jurisdiction, changes that are not exclusively favorable to you will be communicated to you in writing at least one (1) month prior to the date of implementation. You will be entitled to extra-ordinary rights of termination in accordance with applicable law. When ALE updated and introduced changes to these Terms in accordance with the above you acknowledge and agree with your continued use of Rainbow that such revised Terms will be enforceable against you.
- F. Rainbow is the set of services as described onto the www.openrainbow.com website ("Site") and encompasses inter alia the following services depending on the services subscribed:
- Communication services which allows your Users to exchange text messages and make Web RTC voice and video calls, share their computer screen, exchange files; and
 - Hybrid telephony services when PBX connected to Rainbow which allow your Users to send and receive telephone calls using their Rainbow software application being understood that neither the PBX nor the PSTN services are part of the ALE Cloud services;
 - Cloud telephony services using Rainbow Cloud PBX which allow your Users to send and receive telephone calls using a compatible terminal as per White List on the Cloud Portal or their Rainbow software application being understood that the PSTN services are not part of the ALE Cloud services;
 - Conferencing services which allows your Users to initiate multi party conferences over the PSTN;
 - Collaboration services which allows your Users to connect with each other, store Users contact information in contact list, create groups of contacts to use the communication service and exchange information.

Currently, Rainbow accessibility depends on the device used by Users. The details of the devices on which Rainbow is available for use are described in the white list available on www.openrainbow.com ("Site") and are subject to change at any time.

Subject your Company is current with payment of applicable Service fees, ALE provides Service Level Agreement for Rainbows as described in Appendix 2. Such level agreement is provided by ALE directly or through the Authorized Reseller which you have purchased the Service from, as the case may be.

- G. Rainbow and its related usage by you and your Users are provided against and subject to payment of fees to Service Supplier and ALE. The scope of the purchased Rainbow Service and the applicable fees are as agreed in the Agreement.
- H. Any feature of Rainbow may be enhanced and/or changed at any time by ALE at its sole discretion as long as ALE does not materially reduce the core functionality of Rainbow, and always in accordance with applicable laws and the notification process set out in 2. E above.

Other changes by ALE will be subject -mutatis mutandis- to the rules applicable for Service/feature(s) discontinuance as set forth in paragraph I below.

- I. ALE may discontinue the Service or any or all features of Rainbow without any liability to you either (i) immediately, if ALE is required to do so by any ruling of a governmental, regulatory authority or court, or by law, or (ii) upon a ninety (90) day prior notice to you directly or through the relevant Authorized Reseller if you have not purchased the Service from ALE, with the understanding that such notice will be addressed to you by your Service Supplier.

4. Rainbow Access

- A. Subject to your compliance with these Terms, Service Supplier hereby grants you permission to use Rainbow specified in the Agreement, provided that: (i) your use of the Service as permitted is solely for use of your Users, and you are not permitted to resell or charge others for use of or access to the Service unless expressly authorized by ALE, or in any other manner inconsistent with these Terms; (ii) you will not duplicate, transfer, give access to, copy or distribute your User account without Service Supplier's prior written authorization; (iii) you will not attempt to reverse engineer, alter or modify any part of the Service.
- B. In order to access and use the features of Rainbow, you acknowledge and agree that each of your Users will have to provide us (including ALE, if you have purchased the Service from an Authorized Reseller) with their name, surname and email address.

You acknowledge and agree that you are solely responsible for the accuracy and content of the Personal Data of your Users.

- C. Optionally, your Users may provide their mobile (cell) phone number. Upon your User's consent, Rainbow will access such User's contact list and/or address book on your User's mobile device, in order to provide to such User the mean to easily invite his/her contacts to create their own user accounts.
- D. For connecting to Rainbow, your User(s) will be required to use a password. You agree that your User's use of Rainbow shall be at your sole risk and that you are fully responsible and liable (i) for ensuring that your Users maintain the confidentiality of such password, and (ii) for any and all activities that occur under any such password as well as for any loss or damage or payment incurred by Service Supplier or any third party due to the use of password of your Users or account by someone else.

You agree to notify Service Supplier immediately of any unauthorized use of any User's password and/or account or any breach of security.

You remain responsible for paying Fees for all charges for Rainbow, even if additional charges are incurred as a result of fraudulent or unauthorized use or usage on lost or stolen devices that You failed to notify Reseller to deactivate.

You acknowledge and agree that Service Supplier may at any time upon notice to You - to the extent such notice is reasonably practicable - suspend any User Account if Service Supplier has reasonable grounds to believe that Your User Account is being used to commit fraudulent use or otherwise that Rainbow is used without proper authorization. Service Supplier shall use reasonable efforts to notify You without delay if it takes such action.

If you have any security or vulnerability information you wish sharing with ALE for service enhancement that could benefit to the other users of Rainbow with regards to security and

privacy, please contact us via the Rainbow support services or ALE PSIRT program at www.al-enterprise.com/en/support/security-advisories.

- E.** In case of violation of any applicable law, regulation, and/or of these Terms (including without limitation breach of any of your representations and warranties set forth herein), ALE or Service Supplier may deactivate the involved account(s) (including your and your Users' account) and delete any or all of yours and/or your Users' related data, information and files. Such action may include, among others, accessing yours and/or your Users' Content (as such term is defined in Section 10 below) or data and/or discontinuing yours and/or your Users' use of access to Rainbow without any liability to you or any third party for doing so and without prejudice to ALE's right to claim for indemnification of damages in case of termination of your access for breach of these Terms and/or violation of any applicable law and regulation.

Always in strict compliance with and fulfillment of the laws of your jurisdiction Service Supplier has the right, but does not assume the obligation, to monitor and investigate violations of these Terms. Failure to comply with or breach of these Terms constitutes a material breach of the terms and conditions upon which you and your Users are permitted to use the Service, and at any time, may result in Service Supplier taking any and all actions available under applicable law to remedy the violation, including with immediate effect based on our reasonable judgment, up to and including (i) warnings (ii) suspending or terminating access to the Service without prior notice (iii) disclosure of such information to law enforcement authorities as Service Supplier reasonably feels is necessary or appropriate.

5. Users' Content submission

- A.** Rainbow allows your Users to submit, share, send, display Content to and with other Users. As such, you -for yourselves and your Users- hereby acknowledge and agree that such Content may be made visible to others. In particular, any of your User's Presence Information and Contact Information is automatically displayed to other Users, typically to Users that are part of the User's Contact list whom presence and contact information is visible.
- B.** You or each of your Users, as the case may be, retain intellectual property rights (if any vested) in your/its respective Content submissions subject to third party's intellectual property rights.
- C.** You shall be solely responsible for your Users' own Content submissions and the consequences of posting or publishing them. In connection with Content submissions, you represent and warrant that: (i) your Users own or have the necessary licenses, rights, consents, and permissions to use all intellectual proprietary rights (including without limitation patent, trademark, trade secret, copyright/author's rights) in and to any and all Content submissions to enable inclusion and use of the Content submissions in the manner contemplated by the Service and these Terms; and (ii) your Users have the written consent, release, and/or permission of each and every identifiable individual person in the Content submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Content submission in the manner contemplated by the Service and these Terms.

Because ALE, through the Service it provides, is only acting as a repository of data, yours or your User's submitted Content do not necessarily represent the views or opinions of ALE.

- D.** Information provided to any of your Users by other Users through Rainbow may contain links to third party websites that are not owned or controlled by ALE. In any case, ALE has no control over, and assumes no responsibility for, the Content, privacy policies, or practices of any third-party websites. In addition, ALE will not and cannot censor or edit the Content of any third-party websites. By using the Service, you expressly acknowledge and agree that the Service Supplier and ALE (if it is not the Service Supplier) shall not be responsible and liable for any claim or damage whatsoever arising from or related to your Users of any third-party websites.

You further understand and acknowledge that your Users may be exposed to Content Submission that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive for and on behalf your Users, any legal or equitable rights or remedies you or your Users have or may have against the Service Supplier and ALE (if it is not the Service Supplier) with respect thereto.

6. Prohibited User Conduct

- A.** You -for yourselves and your Users- hereby agree not to use or launch any manual or automated system, including without limitation, "robots," that accesses the Service in a manner that sends more request messages to the servers hosting Rainbow in a given period of time than a human can reasonably produce in the same period or place out-bound calls in violation of applicable Law, or in an excessive or otherwise abusive manner (as ALE may determine in its discretion). ALE disallows using request modification tools for altering or reverse engineering its systems, or any activity that is meant to hack, harm, penetrate or attack Rainbow and the Site. You must secure the Service Supplier's permission before any measure, test, health check or otherwise monitor our network equipment, servers or assets hosted on ALE's domain. You agree not to collect or harvest any information, and especially personal data, from or through the Service except information of any User's Content submission or of your User's contact list or yours or your Users' authorized group of Users.

- B.** In connection with Content submission, or the use of the Services, you further agree that you and your Users will not permit, encourage, facilitate or instruct any other person to:
- (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are or your involved User is the owner of such rights or have permission from its rightful owner to post such material;
 - (ii) publish falsehoods or misrepresentations that could damage ALE, its Authorized Reseller or any third party;
 - (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered as a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
 - (iv) post unsolicited advertisements or solicitations of business;
 - (v) impersonate another person or assume a sender's identity without the real sender's express permission
 - (vi) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
 - distribute unwanted, unsolicited or harassing mass e-mail or other messages, promotions, advertising, or solicitations ("Spam")
 - (vii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or
 - (viii) attempt to gain unauthorized access to the Service or its related systems or networks
 - (ix) attack, abuse, interfere with, surreptitiously intercept, or disrupt any users, systems or services, including but not limited to Denial of Service (DoS), unauthorized monitoring or crawling, distribution of malware (including but not limited to viruses, worms, time

bombs, spyware, adware, or cancelbots); (x) disable, interfere with, abuse, disrupt, intercept, circumvent or otherwise violate the security of the Service ; (xi) intercepting, capturing, sniffing, monitoring, modifying, emulating, decrypting, or redirecting any communication or data used by ALE for any purpose, including, without limitation, by causing any product to connect to any computer server or other device not authorised by ALE or in any manner not authorised in advance in writing by ALE.

7. Legal Compliance

Recording conversations or calls: Certain features of the Rainbow Service may allow You or Users to record calls or other communications. You are required to obtain consent from all parties to record a telephone call. Your use of this call recording feature is governed by applicable law. By using the ALE call recording feature, You are required and agree to maintain compliance with all applicable laws. You understand and agree that You are solely liable for compliance with such laws and under no circumstances shall ALE be responsible or held liable for such compliance. You understand that breach of such laws may result in both criminal and civil sanctions against You. You agree to inform all Users of Your Company that their calls may be recorded and that they are obligated to comply with all laws relating to their use of the call recording feature. ALE expressly disclaims all liability with respect to Your recording of telephone conversations.

8. Use of Mobile Application

The Rainbow Mobile Application can be configured to make or receive calls on Your 3G or 4G network using Your data service, and may result in additional data usage fees from Your mobile service provider. You can disable 3G/4G/5G calling by configuring the Rainbow Mobile Application to make/receive calls only over a wi-fi connection. Configuring the Mobile Application to disable VoIP calling will result in Rainbow making/receiving calls using Your voice connection from Your mobile service provider; this may result in additional voice minute usage fees from Your mobile service provider.

9. Emergency Services.

9.1 Users with Voice Business or Voice Enterprise Service Plan

Rainbow supports access to local emergency services (such as 112, 911 or 999 short-code) from Your Company/entity Location that is connected to the Rainbow Service ("Emergency Services"). To enable the local emergency services dispatch center to locate the origin of the calls properly and to enable ALE to provide the right information to enable the PSTN Service Provider to route the call to the nearest emergency services dispatch center, You warrant that Your Company/Entity Location address communicated to Reseller (if ALE not the reseller) and the PSTN Service Provider are correct and complete at all time to make sure that the Service is appropriately setup. It is understood that the PSTN Services are not part of the ALE Cloud Services.

Customer acknowledges and agrees that the Emergency Services may not function correctly or at all, and that ALE will not be responsible nor liable in the event of: User's failure to enter accurate calling location data, a Rainbow Service outage or a PSTN Service Provider outage, a Rainbow Service congestion, an interruption of the connection to the Internet over which the ALE Rainbow Service is provided, Your network failure, the misconfiguration of network, equipment malfunctions, power outages, an emergency, Force Majeure Event, etc. You acknowledge that You and Your Users are responsible to inform Your Users and guests on their premises of the limitations and requirements of this type of service.

EMERGENCY CALLS CANNOT BE PLACED THROUGH SOFTPHONE USED OUTSIDE OF PREMISES.

YOU ACKNOWLEDGE AND AGREE THAT DIFFERENCES EXIST BETWEEN TRADITIONAL TELEPHONE SERVICE AND IP-BASED VOICE SERVICES (SUCH AS THE OUTBOUND VOICE SERVICE) AND THAT THE EMERGENCY CALLS MAY BE HANDLED DIFFERENTLY THAN EMERGENCY CALLS PLACED WITH TRADITIONAL TELEPHONE SERVICE

YOU EXPRESSLY CONSENT TO THE LIMITATIONS OF THE EMERGENCY SERVICES AND MAY CONSIDER ALTERNATE MEANS FOR ACCESSING TRADITIONAL EMERGENCY SERVICES.

9.2 Users not using Voice Business or Voice Enterprise Service Plan

THE SERVICE IS NOT INTENDED TO MAKE OR FACILITATE CALLS TO EMERGENCY NUMBERS (INCLUDING WITHOUT LIMITATION 911 FOR THE UNITED STATES AND CANADA, 112 FOR EUROPEAN UNION, 999 FOR THE UNITED KINGDOM, 000 FOR THE COMMONWEALTH OF AUSTRALIA), AND ANY OTHER SUCH EMERGENCY NUMBER. IN THE EVENT OF AN EMERGENCY, YOU/YOUR USERS MUST USE AN ALTERNATIVE SERVICE OBTAINED THROUGH A PSTN OR OTHER THIRD PARTY AUDIO PROVIDER), AND IN NO EVENT ALE WILL BE LIABLE TO YOU/YOUR USERS FOR ANY CALL OR FAILURE TO MAKE A CALL TO ANY NUMBER TO MAKE CALLS TO EMERGENCY NUMBERS.

10. Intellectual Property Rights

The design of Rainbow along with ALE created text, scripts, graphics, interactive features and the like, except Content submissions (as defined in Section 5), and the trademarks, service marks and logos contained therein ("Marks"), are owned or licensed to ALE, subject to copyright and other intellectual property rights under French and foreign laws and international conventions. ALE reserves all rights not expressly granted in and to the Service.

You agree -for yourselves and your Users- to not engage in the use, copying, or distribution of any part of the Service other than as expressly permitted herein, including any use, copying, or distribution of Content submissions of any third party obtained through the Service for any commercial purposes unless to the extent expressly permitted by such third party.

11. Claims of copyright Infringement

If you have good reasons to believe that materials have been used on Rainbow or on the Site in a way that constitutes copyright infringement, please provide the following information to the ALE International Copyright Agent:

- a description of the materials and their location on Rainbow and the Site;
- your name, surname, telephone number, and email address; your Company's corporate name and address (if applicable);
- a statement made by you: (i) that you believe in good faith that the use of the materials is not authorized, and (ii) under penalty of perjury, that you are the copyright owner of the materials, or that you are authorized to act on behalf of the copyright owner (and in that case, the name and signature of the copyright owner authorizing you).

The ALE International Copyright Agent may be reached at:

ALE International
Legal – Intellectual Property
32, avenue Kléber
92707 Colombes Cedex- France

12. Warranty Disclaimer

ALE disclaims any express or implied warranty or condition that the Services prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "Fraudulent Activity"). ALE shall have no liability to Reseller or End Users in the event of such Fraudulent Activity. Where applicable, for users having Voice Business or Voice Enterprise Service Plan, Reseller is advised that the operation of 112, 911 or 999 short-code or similar such services requires accurate information, which ALE has no responsibility for creating or managing. ALE makes no warranties, express or implied, and have no liability regarding 112, 911 or 999 short-code or similar such services functionality.

ALE hereby makes Reseller aware that the "Record a Call Feature" has legal implications. Record a Call does not provide a warning tone; therefore, End Users should indicate verbally that the call is being recorded when activating this feature. Reseller agrees to warn its End Users of this matter during its training.

RAINBOW, AS WELL AS ANY AND ALL THE INFORMATION MADE AVAILABLE BY ALE ON THE SITE (INCLUDING THE SOFTWARE) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE SUPPLIER AND ALE (IF IT IS NOT THE SERVICE SUPPLIER) INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR/YOUR USERS' USE THEREOF. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, THE SERVICE SUPPLIER AND ALE DO NOT WARRANT THAT RAINBOW, THE SOFTWARE, AND ANY OTHER INFORMATION OR MATERIALS THAT MAY BE OBTAINED FROM THE USE OF RAINBOW OR THE SITE (I) ARE FREE OF ANY ERROR, BUG, OMISSION, MISTAKE, VIRUS, TROJAN HORSE, OR THE LIKE INCLUDING THOSE VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE INCLUDING THROUGH THE ACTIONS OF ANY THIRD PARTY, OR (II) WILL BE ACCURATE OR RELIABLE OR THAT THE QUALITY OF THE SERVICE WILL MEET YOUR/YOUR USERS' EXPECTATIONS.

IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, ALE DOES NOT WARRANT THAT THE SERVICE, THE SITE AND ANY SERVER HOSTING THE SERVICE AND/OR THE SITE WILL BE FREE OF VULNERABILITY TO UNAUTHORIZED ACCESS, UNLAWFULL INTRUSION OR ATTACK.

FUTHERMORE NO WARRANTY IS GIVEN AS TO THE USE OF THE SERVICE IN HIGH-RISKS SITUATIONS BY PROVIDING THAT THE SERVICE IS NOT FAULT TOLERANT, NOR DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE (INCLUDING, WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS) IN WHICH FAILURE OF THE SERVICE COULD

LEAD DIRECTLY OR INDIRECTLY TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

AS CONCERNS CONTENT SUBMISSIONS, ALE MAKES NO WARRANTY AS TO THE VALIDITY, ACCURACY OF ANY CONTENT AND ALE DOES NOT ENDORSE ANY CONTENT SUBMISSION OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED THEREIN.

13. Limitation of Liability

13.1 SUBJECT TO THE PROVISIONS OF SECTION 13.2 BELOW, AND EXCEPT AS PROVIDED IN THE AGREEMENT WITH THE SERVICE SUPPLIER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL LIABILITY OF SERVICE SUPPLIER, ITS AFFILIATES, ANY THIRD PARTY SUPPLIER HAVING BEEN INVOLVED IN THE PROVISION OF THE RAINBOW SERVICE (INCLUDING - WITHOUT LIMITATION- ALE IF AND WHEN YOU HAVE PURCHASED THE SERVICE FROM AN AUTHORIZED RESELLER), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS COLLECTIVELY, FOR CLAIMS ARISING OUT OF, OR IN CONNECTION WITH THE FURNISHING, THE ACCESS, USE, OR INABILITY TO USE RAINBOW, THE SOFTWARE OR THE SITE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES (ALL TAXES EXCLUDED) PAID BY YOU TO SERVICE SUPPLIER DURING THE THIRTY DAYS IMMEDIATELY PRECEDING THE DATE GIVING RISE TO SUCH LIABILITY.

FOR PURPOSES OF THE FOREGOING PROVISIONS, THE "DATE GIVING RISE TO SUCH LIABILITY" SHALL BE THE DATE WHEN THE EVENT CAUSING THE LIABILITY OCCURS FIRST EITHER AS A SINGLE EVENT OR AS SERIES OF CONNECTED EVENTS THAT ARE SUBSTANTIVELY OR PROCEDURALLY RELATED, THE LIMIT ABOVE BEING SET IN THE AGGREGATE AND NOT PER INCIDENT.

13.2 IN NO EVENT WILL ANY OF THE ENTITIES AND INDIVIDUALS REFERRED TO IN SECTION 13.1 ABOVE BE LIABLE TO YOU/YOUR USERS (I) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ANY OTHER ECONOMIC LOSS AND THE LIKE), AND MORE GENERALLY FOR (II) ANY DAMAGE ARISING OUT OF, OR IN CONNECTION WITH (A) ANY ERROR, MISTAKE, OR INACCURACY OF CONTENT, (B) ANY USE OF RAINBOW IN ANY HIGH-RISK SITUATIONS, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS (INCLUDING SERVERS OF ALE'S THIRD PARTY HOSTING PROVIDERS) AND/OR ANY AND ALL PERSONAL DATA AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, (E) ANY BUG, VIRUS, TROJAN HORSE, OR THE LIKE, INCLUDING VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, (F) ANY ERROR OR OMISSION IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SOFTWARE AND/OR (G) THE DISCLOSURE OF ANY CONTENT SUBMISSION PURSUANT TO THESE TERMS OR PRIVACY POLICY OR, ALL THE FOREGOING (I.E. (I) AND (II)) WHETHER BASED ON WARRANTY, CONTRACT,

TORT, INFRINGEMENT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE ENTITIES AND INDIVIDUALS REFERRED TO IN SECTION 15.1 ABOVE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHERMORE, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIER SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN THOSE COUNTRIES/STATES/JURISDICTIONS WHERE EXCLUSION OF LIABILITY IS NOT ALLOWED BUT LIMITATION OF LIABILITY IS, ANY LIABILITY REFERRED TO IN THIS SECTION 13.2 SHALL, UNDER THESE TERMS, WHICHEVER THE NUMBER OF CLAIMS, BE LIMITED AS SET FORTH IN SECTION 13.1 ABOVE.

14. Indemnity

You agree to defend, indemnify and hold Service Supplier and ALE (if it is not the Service Supplier), their respective affiliates, officers, directors, employees and agents harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) all matters related to your/your User's use of and access to Rainbow; (ii) your/your Users' violation of any term of these Terms; (iii) your/your Users' violation of any third party's right, including without limitation any intellectual property right with regards to your/their Content submission; or (iv) any claim that one of the Content submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of Rainbow.

Without prejudice to the foregoing, ALE reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with ALE's defense of such claim.

15. Ability to Accept Terms of Service

You further represent and warrant (i) that you, your Company and your Users are not located in a country (a) that is subject to any embargo of the United States Government or of any other Government having jurisdiction over ALE, these Terms and/or your/you Users' use of the Service, or (b) that has been designated by the United States Government or by any other Government having jurisdiction over ALE, these Terms and/or your use of the Service as a "terrorist-supporting" country, and (ii) that you, your Company and your Users are not listed on any U.S. Government list or other Government list of prohibited or restricted parties.

16. Assignment

These Terms and any rights granted hereunder, may not be transferred or assigned by you to any third party, but may be assigned without your consent, in whole or in part, by the Authorized Reseller you have purchased Rainbow from to ALE or to any other Authorized Reseller as instructed by ALE.

17. Term and Termination

A. These Terms start on the date you submit your first Subscription Order to the Service Supplier and subject to Section 18 below will remain in effect until expiry or termination of the Agreement.

- B.** Upon any termination or expiration of the Agreement, you must cease any further use the Service. Without prejudice to the foregoing, If and when the Agreement is expired or terminated for any reason:
- (i) your/your Users' stored Content as then existing will be retained by ALE up to the extent required and necessary to comply with any law and related retention obligations applicable to ALE and will accordingly remain available for release to you or the relevant Users over such period;
 - (ii) fees referred to in Section 3 paragraph C for the provision of the Service up to the effective date of expiry or termination must be paid to the Service Supplier.

18. Surviving provisions

The following provisions of these Terms will survive the expiration or termination of the Agreement: Section 2 paragraph F (including any other payment provisions agreed between you and the Service Supplier applicable to the Service), Section 10, Sections 12-15, Sections 17-20 and Appendix 1.

19. Applicable Law – Disputes settlement

These Terms shall be governed by and interpreted in accordance with the law of the country where the Service Supplier is located without regard to conflict of laws principles.

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, YOU AGREE THAT ANY LEGAL ACTION YOU MIGHT BE CONSIDERING BRINGING RELATED TO RAINBOW MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

20. Miscellaneous

- A.** Rainbow and Software may be subject to local and extraterritorial export control laws and regulations. You shall comply with such laws and regulations governing use, export, re-export, and transfer of Rainbow and Software and will obtain all required local and extraterritorial authorizations, permits or licenses.
- B.** The Service may not be provided or made available, and you should not permit the Service to be provided or made available such as through your Users, either directly or indirectly, (i) to any country subject to United States or France trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to any person (a) that is on one of the then current various United States Government restricted lists or similar lists of any other relevant States or Governments because such entity, organization or individual has violated export control regulations, is engaged in proliferation activities, is involved in terrorism, is designated nationals of embargoed countries, etc. or, otherwise, (b) that has violated any law, directive, ordinance, decree or regulation leading to trade and/or export control sanctions.
- C.** You will comply with all applicable laws and regulations related to your receipt and use of Rainbow. You must ensure you have the right to use all features of Rainbow in your jurisdiction.
- D.** Rainbow and the rainbow logo are trademarks and service marks of ALE International and may not be used, in whole or in part, in any manner without ALE's prior written permission.

- E.** Third Party features: Rainbow may provide the capability for you to link to or integrate with third party applications (“Third Party Services”). We are not responsible for and do not endorse Third Party Services. You have sole discretion whether to connect to any Third Party Services and your use is governed solely by the terms for those Third Party Services. By using the third party Google Maps feature on Rainbow, when You share Your geographic position, it is your responsibility to ensure that You abide by the Google Maps terms of service (<https://cloud.google.com/maps-platform/terms>) under your own responsibility. We share with Google Map only Your position, and not Your personal data.
- F.** You acknowledge that by using Rainbow ALE uses the following outsourcers: OVH as main datacenters in Europe, IBM as failover datacenters or regional datacenter when OVH cannot deliver on the target country, XACT and Slash Support Corp as corrective maintenance services provider, Salesforces as engine to route support requests, this list can be updated by ALE as the service will evolve in time.
- a. OVH, siège social 2 RUE KELLERMANN 59100 ROUBAIX, France
 - b. IBM 17 avenue de l'Europe 92275 Bois Colombes Cedex FRANCE
 - c. X-act Luis Morote 6, 6e Planta, 35007 Las Palmas de Gran Canaria, Spain
 - d. salesforce.com EMEA Limited, Floor 26 Salesforce Tower, 110 Bishopsgate London EC2N 4AY, UK
 - e. Slash Support CSS Corp 1900 Mc Carthy Blv. Suite 210, Milpitas California, USA and its Affiliate in Mauritius.
- G.** ALE implements all appropriate measures to protect the records that are stored and processed for the use of Rainbow.

21. Personal data protection Notice Supplement

Where we process personal data while performing the Service, we will act as data processor under your direction and your responsibility in accordance with personal data protection laws.

We and You shall each duly observe its respective obligations under all applicable personal data protection legislation/regulation and shall inform the other of any requirements under the personal data protection legislation of its jurisdiction, if any, and, where necessary, give instructions to the party how to comply with the respective personal data protection legislation.

Without limiting the generality of the foregoing, you will comply with the personal data protection laws of your country of origin, in particular when processing and sending personal data to Service Supplier or ALE in the context of using the Service. We and you shall respectively implement appropriate technical and organizational measures to protect personal data.

ALE undertakes to protect your personal data according to the Data Privacy Policy accessible at www.al-enterprise.com/en/rainbow/data-privacy.

22. Special Note to International Users

The Site and Service are hosted in servers located as per the Data Privacy Policy accessible at www.al-enterprise.com/en/rainbow/data-privacy and are intended for and directed to Users worldwide. If you are accessing the Site and the Service from region with laws and/or regulations governing personal data collection, use, and disclosure, that differ from French Law, please be advised that through your continued use of the Site and Service, you/you Users are transferring Personal Data to location as described as per the Data Privacy Policy accessible at www.al-enterprise.com/en/rainbow/data-privacy and you/your Users expressly consent to that transfer.

Should any discrepancy occur between the English and the translated version(s) of these Terms, the English version of these Terms shall prevail.

23. Acceptable Use Policy, Usage Restrictions And Limitations

YOU SHALL NOT USE THE SERVICES FOR ANY ILLEGAL, FRAUDULENT, IMPROPER, OR ABUSIVE PURPOSE OR IN ANY WAY THAT INTERFERES WITH ALE'S ABILITY TO PROVIDE HIGH QUALITY SERVICES TO OTHER CUSTOMERS, PREVENTS OR RESTRICTS OTHER CUSTOMERS FROM USING THE SERVICES, OR DAMAGES ANY ALE'S OR OTHER CUSTOMERS' PROPERTY.

If ALE discovers or suspects that You are using the Services for anything other than the permitted uses set out in the Agreement or for any of the prohibited uses set out in the Agreement, ALE may, at its sole discretion, terminate Your Rainbow Services and charge You any applicable fees for the Rainbow Services used plus damages caused by Your improper use or take any other action ALE deems necessary to enforce the terms.

Appendix 1: Definitions

"Affiliate" means with respect to a given entity any entity Controlling, Controlled by or under common Control, directly or indirectly, with such entity, but only during the time that such Control exists. "Control" for the purposes of this definition means the ability to determine the management policies of a company or other entity through ownership of a majority of shares, by control of the board of management, by agreement or otherwise. "Controlling" and "Controlled" shall be interpreted accordingly.

"Authorized Reseller" means any reseller authorized by ALE to distribute the Service to you.

"Contact Information" means the User's personal data as displayed in his/her account such as name, avatar, title, country, phone numbers, and email.

"Contact List" means the list of contacts accessible by Users through Rainbow and which may be (a) contacts which Users may have entered/created on their device, (b) Users created through Rainbow as members of your Company and (c) Users outside of your Company invited by your Users to join their contact list upon acceptance.

"Content" means any and all (a) visual, written or audible communications, files, data documents, videos, or recordings; and/or (b) any other material displayed, posted, uploaded, stored, exchanged or transmitted on or through Users' use of Rainbow.

"Personal Data" means information relating to an identified or identifiable natural person such as Users, or information that is used to identify directly or indirectly such a natural person. Some examples of Personal Data are name, e-mail address, phone number, or information relating to your usage of the Service.

"Presence Information" means the availability indication of a given User.

"Subscription Order" means a purchase order for subscribing to Rainbow that specifies the duration, type and quantity of Rainbow Services to be provided and the associated fees.

"You" refers to the entity which has purchased Rainbow from the Service Supplier.

"PSTN Service Provider" refers to the telephony operator chosen by You amongst a list of available certified operators. This operator is responsible for providing phone numbers and routing inbound and outbound phone calls via the public telephone network.

"PSTN Services" refers to the telephony services provided by the PSTN Service Provider.