

**Program Terms and Conditions
(herein the “Agreement”)**

As used herein, “You” means the legal person or entity that by its agents or representatives applies for the Alcatel-Lucent Enterprise Developer & Solution Partner Program (herein the “DSPP”) membership under this Agreement. “Your” is to be interpreted accordingly. “ALE International” means, a corporation having its principal place of business at 32 avenue Kléber, 92700 Colombes, France or any of its affiliate it may designate in writing.

BY CLICKING THE ACCEPT BUTTON YOU ARE CONSENTING TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK THE EXIT BUTTON. IF YOU HAVE ANY QUESTIONS ABOUT ANY PART OF THIS AGREEMENT, YOU MAY EITHER: (i) CONTACT ALE International REPRESENTATIVE on <https://www.al-enterprise.com/en/partners/dspp> OR (ii) YOU MAY PRINT A COPY OF THIS AGREEMENT FOR THE PURPOSES OF EITHER OBTAINING LEGAL ADVICE FROM YOUR LEGAL COUNSEL OR REVIEWING THIS AGREEMENT PRIOR TO ACCEPTING ITS TERMS.

These Terms & Conditions defines the conditions for Services provided by ALE to You as described in Program Guide.

Article 1 - Membership registration process - Program Participant status.

- 1.1 Once You will have accepted this Agreement as per the terms above, You will have to fill-in a registration form on this web site. Information, details and data provided by You to **ALE International** via such registration form must be accurate and complete and are provided under Your full and entire responsibility. ALE International reserves the right to further check accuracy of such information. The fact that ALE International proceeds with Your registration, based on Your registration form, does not imply that ALE International acknowledges that such information, details and data were accurate.
- 1.2 By accepting this Agreement, You acknowledge and agree with the provisions set forth herein together with the Program Guide ([dspp-guidelines](#)) referred to therein and confirms that all such provisions of the Program Guide are accepted by You .

This Agreement consists of (i) the terms and conditions herein, (ii) the Program Guide (iii) the Service Description as described in the Program Guide.

- 1.3 When You register, then, based on the DSPP membership eligibility criteria below (herein the “Eligibility Criteria”), **ALE International** will notify You, within a reasonable time frame following completion of Your registration, whether Your membership is accepted or rejected. Acceptance of Your membership as Program Participant (either Registered Company or Privileged Partners) will be notified by **ALE International** to You in a written document, including email, containing the effective date of such membership as Program Participant (herein the “Effective Date”).

The Eligibility Criteria, which have to be construed as cumulative, are the following:

- a) the DSPP program is open to companies willing to develop applications, solutions and their related service offer (herein “Your Application”) on Alcatel-Lucent Enterprise Platforms and technologies, including certain OEM products running in association with such platforms (herein the “Alcatel-Lucent Enterprise Platforms”), selected from time to time by **ALE International** as being supported through the DSPP, and listed on DSPP website;
 - b) Your Application or Solution should add functionalities and/or services to the Alcatel-Lucent Enterprise Platforms, which are not already existing, as equivalent or similar functionalities and/or services, in the **Alcatel-Lucent Enterprise** offer;
 - c) At **ALE International**’s reasonable opinion your application is able to maximize **ALE International** market coverage and penetration directly or through its business partners, and to bring significant value to end-users, thanks to its value, quality and geographical commercial availability; and,
 - d) You must be credit worthy, compliant with the standards set out in sections A through E of the latest version of the Code of Conduct of the Responsible Business Alliance available at <http://www.responsiblebusiness.org/code-of-conduct/> and not conduct actions or activities which are, or could be, detrimental to ALE International image and reputation.
- 1.4 Acceptance of Your membership according to section 1.3 above, grants You, for the Term and the Extended Term (if applicable), as defined below, and subject to the payment of the membership fee (only for Privileged partners), the status of Program Participant

Definitions

- a) “Application or Solution” means the third-Party Product from the Partner under its sole responsibility.
- b) “ALE Platform and Services” means the commercially available communication solution (communications servers for voice and networks and ALE communication Cloud Services - Rainbow [™]) marked by ALE as further described in the documentation.

- c) "ALE Portal": means the corporate site of ALE International at the following link: <https://www.al-enterprise.com/>
- d) "Program guide": means the documentation describing all the details of the program and especially the pricing, the technical and marketing benefits as defined on the ALE Portal. The Program Guide may be changed at any time by a newsletter addressed directly to You by email.
- e) "Privileged Partners: means Qualified Partners or Premium Partners.
- f) "Registered Company": means First level of membership for a company on a free basis.
- g) "Services": means all services such as technical assistance from ALE; certification of Your solution; remote access to the virtual lab; presence in ALE Catalog; and all other services as described on ALE Platform and Services in the Program guide line. Updated version of the Service Description may be further published on the ALE Portal in the Program Guideline. The current version of the Service Description of the Program Guideline shall be accepted on line. If you use Communications APIs, Services are consumed by ordering Tickets per unit or per package as defined in the Program Guide. For Other APIs, Services are ordered through a quotation and commercial conditions given by ALE.
- h) "Services Fees" means the then current prices for Services Fees. For the avoidance of any doubt, Price List does not include VAT or any other taxes, duties or levies of any kind which, if applicable, will be paid on top of the prices set forth therein by the partner. The Service Fees includes the list of Services and the conditions of use of the Services as described in the Program Guide.
- i) "Communications APIs" or "Communications Hub": means APIs provided on top of OmniPCX platforms like OmniPCX Enterprise (OXE), OXO Connect (OXO), Open Touch (OT), Open Touch Enterprise Cloud (OTEC), Smart Deskphone 8088. A dedicated web site is available (here: <https://api.dspp.al-enterprise.com/>) with specific terms and conditions.
- j) "Rainbow APIs" or "Rainbow Hub": means ALE communications platform as a Service (CPaaS) with a set of APIs allowing You to integrate Rainbow's powerful collaboration tools into You existing in house applications and business processes.
- k) "Network APIs" or "Network Hub": means APIs provided on top of OmniAccess platforms like StellarWLAN or Stellar LBS Suite.

Article 2 - DSPP benefits

2.1 Upon your registration on this web site pursuant to Article 1 above, and subject to the payment of the Service fees pursuant to Article 5 below, You will get advantages and support from **ALE International** as a Registered Company on the ALE Portal as described on the ALE Platform and Services:

- (i) You have access to the Business Partner web site with a login and password, subject to Your acceptance of the Terms of Use (<https://www.al-enterprise.com/en/legal/terms-of-use>) of this web site.
- (ii) In order to develop Your Application, enriched it with ALE APIs and/or render it interoperable with Alcatel-Lucent Enterprise Platforms, You are authorized to order Services from the DSPP (e.g., lab platforms, programming interfaces, technical assistance, etc.), and have access to the development tools listed therein.
- (iii) You have access to **ALE International** technical resources for developing and certifying or validating Your Application.
- (iv) For the use of Communications or Network APIs, If your application is integrated with Communications or Network platforms, when Your Application successfully passes the inter-working tests as described in section 3 below, the Inter-working report is made available to **Alcatel-Lucent Enterprise's** web site(s) dedicated to its Business Partners. You can mention and use such Inter-working reports for Your Application promotion.
- (v) For the use of Rainbow APIs, the developer must follow the best practice as described, in <https://hub.openrainbow.com/#/documentation/doc/hub/best-practices> and particularly the design and implementation of security best practices.

2.2 As an Privileged Partner, You will get the benefits granted to a Registered Company, as detailed in the Program Guide, plus the following ones:

- (i) Your certified or validated Application is documented on **Alcatel-Lucent Enterprise** web site(s), through a partner brief which also includes information about Your Company.
- (ii) You may be allowed to participate in events organized by **Alcatel-Lucent Enterprise** teams and open to Privileged Partners.
- (iii) You are identified as an "Privileged Partner" on DSPP web site and You are allowed to use the corresponding logo, according to the **ALE International** DSPP logo policy as available on the DSPP web site and updated from time to time by **ALE International**.

Additional joint marketing actions (such as joint press release, brochure, customer case, sales kit etc.) may be mutually agreed upon between **ALE International** and You on a case by case basis.

Article 3 - Inter-working (only required when consuming Communications or Network APIs)

- 3.1 You may request to **ALE International** to test the inter-working of Your Application with **Alcatel-Lucent Enterprise** Platforms.

Depending on the development work You perform for the inter-working of Your Application with the **Alcatel-Lucent Enterprise** Platform, the inter-working tests might be mandatory, for license control and/or intellectual property reasons. In such event **ALE International** informs You at the time of membership acceptance of such mandatory requirement. Any refusal to pass such test in order to be certified each two year and pay ALE according the price described in the guideline will result in Your exclusion as a Privileged partner and You will be downgraded to the Registered membership level.

Upon receipt of Your request for inter-working testing, **ALE International** will submit to Your approval, a testing environment, and a time schedule to run the inter-working tests. The inter-working tests cover only the inter-working between Your Application and the **Alcatel-Lucent Enterprise** Platforms defined for the testing. If the tests are successful, the outcome of the tests is reflected in an Inter-Working Report written by **ALE International** or by You under the control of **ALE International** (herein the “Inter-Working Report”). When the tests are successful and the Inter-Working Report released, Your Application becomes a Certified Product (herein the “Certified Product”). Technical issues related to the Inter-Working of Your Application are then considered by **Alcatel-Lucent Enterprise** Technical support.

- 3.2 The Inter-Working Report is valid on the Certified Product version for a given version of the **Alcatel-Lucent Enterprise** Platform until either of those versions is phased-out.
- 3.3 When You issue a new Major Version of the Certified Product or **ALE International** issues a new Major Version of the **Alcatel-Lucent Enterprise** Platforms, You have to request to **ALE International** to test the inter-working in the new environment, according to paragraph 3.1 above. Major Version shall mean a release of Your Application which brings additional features and/or functionality thereto.
- 3.4 After two years, the “Certification” is no longer valid and must be renewed by following the process according to paragraph 3.1.

Article 4: WARRANTY

ALE INTERNATIONAL MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS WITH RESPECT TO YOUR APPLICATION OR CERTIFIED PRODUCT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALE INTERNATIONAL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY NATURE WHATSOEVER AS TO YOUR APPLICATION INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ALE INTERNATIONAL FURTHER SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM OR RELATED IN ANY MANNER TO THE INTER-WORKING REPORT OR THE VALIDATION OF YOUR APPLICATION. AS A CONSEQUENCE, YOU SHALL INDEMNIFY AND HOLD ALE INTERNATIONAL, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS OR REPRESENTATIVES HARMLESS AGAINST ANY DAMAGES, COSTS, EXPENSES AND LIABILITY WHATSOEVER TO ANY THIRD PARTY FOR ANY CLAIM OR ACTION RELATING TO YOUR APPLICATIONS OR CERTIFIED PRODUCTS.

Article 5 - Fees, Payment Terms and Taxes

- 5.1 Services Fees: -

The Prices of the Service fees are mentioned in the Program Guide and are applicable only to Communications APIs and not to Rainbow APIs.

When clicking the accept button as described in the preamble above, You acknowledge You have been informed of such amounts and are accepting to pay the Service fees according to section 5.3 below. Service fees are not refundable when not consumed in the conditions as described in 6.1.

For the use of Rainbow APIs, the Service agreement is available on [Rainbow for Developers Service Agreement](#). Services might be ordered on quotation with special commercial conditions

- 5.2 Payment terms.

Prices for ordering Services fees referenced by the DSPP are set forth therein and payment terms for such orders are specified in the Program Guide on the DSPP website.

Payment of Services Fees shall be paid as described in the Terms of Conditions of the quotation.

In case of failure of payment ALE is entitled to terminate the service without any liability.

5.3 Currency

All Prices are in Euros or in US dollars depending on the territory.

5.4 Taxes

The Net Price does not include any VAT or other tax imposed on or with respect to its activities in connection with this Agreement, if any, and ALE will have no responsibility for the payments. If the Partner claims to be exempt from any tax, then the Partner shall deliver to ALE the appropriate exemption certificate. If the Partner is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by the Partner upon which the deduction is based shall be paid to ALE net of such deduction or withholding. The Partner shall in due time pay to the applicable tax authorities any such required deduction or withholding. Within 30 days from the date of such payment, the Partner shall send to ALE the official documents provided by the tax authority justifying the payment so made by the Partner. The Partner shall assist ALE to obtain the benefit of any reduced withholding tax under applicable local law and/or tax treaties, and provide ALE with applicable documentation as requested by ALE in writing to the Partner.

Article 6 - Term and termination of the Program

6.1 Condition of Use of the Services:

For the use of Communications APIs, the Services Fees must be consumed before two (2) year from the subscription on the ALE Portal. After 2 years, the Services are lost and not refundable.

6.2 For Rainbow APIs, the terms and conditions of Service agreement available on [Rainbow for Developers Service Agreement](#) is applicable. ALE is entitled to terminate this agreement at any time without any liability in case of failure to:

- (i) Respect the above service agreement
- (ii) Follow the Development Best Practice

6.3 For Partner Membership

- Registered member: Your membership is for one year starting for the Effective date of the acceptance of your registration or the Effective date of your possible downgrade. Unless terminated as provided hereunder, Your Membership and all the associated benefits will be automatically renewed for successive one-year Terms.
- Privileged members (Communications and Network): Your membership is for two years starting for the Effective date of the publication of the InterWorking Report certifying Your Solution or Application. Unless terminated as provided hereunder, Your Membership and all the associated benefits will be automatically renewed for successive two-years Terms (each an "Extended Term"), provided the execution of a new certification of your Solution or Application is made before the Extended Term. If a new InterWorking Report is not published before the Extended Terms, **ALE International** will terminate all benefits associated to your membership and will downgrade You to the Registered membership level as per section 6.3.

If at the time of renewal these terms and conditions have been updated by **ALE International** the Agreement shall be deemed renewed on the basis of such updated terms and conditions.

6.4 The Membership may be terminated at the end of the subscription by either Party, subject to a one -month written notice sent to the other party by registered mail with acknowledgement of receipt.

Either party shall have the right to terminate this Agreement immediately, without any proceedings or formalities other than a written notice to the other, in the event that the other party fails to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days following the receipt by the defaulting party of written notice of the other party's intent to terminate.

6.5 In case of termination or expiration of this Agreement for whatever reason, You shall (i) cease acting as Program Participant, (ii) refrain from using any logo, sign or description to identify You as a Program Participant, (iii) cease using ALE International trademarks, trade names and logos, and (iv) return to ALE International any **Alcatel-Lucent Enterprise** materials provided to You under this Agreement. Your licenses to use the programming interfaces, development tools, and any other materials provided by ALE International shall cease, except as to **Alcatel-Lucent Enterprise** standard products that You would have purchased by the means of the DSPP. ALE International shall be authorized to (i) remove Your company details, Certified Application description, Inter-Working Report, or any other information related to You from any marketing materials, web sites, and documentation and (ii) stop any marketing action which was then current or envisaged or planned.

Article 7 - General Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ALE INTERNATIONAL NOR ANY OF ITS AFFILIATES, PARENT OR SISTER COMPANIES, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES WILL BE LIABLE UNDER THIS AGREEMENT, INCLUDING ITS ARTICLE 10 BELOW, FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, LOSS OF PROFITS, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION AS WELL AS FINANCING COSTS OR INCREASE IN OPERATING COSTS OR OTHER ECONOMIC LOSS ARISING OUT OF THIS AGREEMENT OR ANY TERMINATION THEREOF. IN THE EVENT THE ABOVE LIMITATION OF LIABILITY WOULD NOT BE ENFORCEABLE, THEN ALE INTERNATIONAL'S LIABILITY UNDER THIS AGREEMENT MAY NOT EXCEED THE AMOUNT OF ALL SUMS PAID BY YOU UNDER THIS AGREEMENT DURING THE TERM.

Article 8 - Confidentiality and non-disclosure

Each party agrees to keep confidential the information it receives from the other party during the Term and/or any Extended Term, regardless of the nature thereof (commercial, technical or financial, etc.). Each party must take the measures needed to ensure that this confidentiality obligation is complied with by its employees and by third parties who may use such information or become aware thereof. This obligation shall start from the signature of this Agreement and shall continue for a period of five years after the date of termination of this Agreement.

Article 9 - Trademarks and Trade Name

You are granted no right or license to use any ALE International trademarks except the DSPP logos and the logo library made available by DSPP team and according to DSPP branding guidelines.

From the Effective Date, ALE International shall have the right to use Your marks and logos to identify You as a Program Participant according to Your graphics guide lines that shall be provided to ALE International.

Article 10 - Licensing Terms

10.1 You may as a program participant access to certain software, development tools (SDK), or API (herein the “**Alcatel-Lucent Enterprise Materials**”), by downloading such materials from this web site, and by ordering by the means of the DSPP, either with no additional charge or subject to a license fee. Subject to the terms and conditions accompanying such materials or set forth on the DSPP website in respect of such **Alcatel-Lucent Enterprise Materials**, which shall prevail over these terms in case of discrepancy, Your use of the **Alcatel-Lucent Enterprise Materials** is governed by this Agreement including this Article 10.

10.2 The license on the **Alcatel-Lucent Enterprise Materials** (i.e.: right of use) is a non-exclusive and non-transferable license to use the **Alcatel-Lucent Enterprise Materials** in object code or text form, for use up to the licensed number of users, and only on the system for which they were designed, and solely for Development Purpose and not for redistribution or sublicensing (“License”). In this Agreement “Development Purpose” shall mean the use of the **Alcatel-Lucent Enterprise Materials** to evaluate or ensure the inter-working of Your Application with the **Alcatel-Lucent Enterprise Platforms**. The License is granted for the Term of this Agreement, or any other term mentioned for the relevant **Alcatel-Lucent Enterprise Materials** in the documentation accompanying such materials, or on the DSPP website. You shall (i) not sublicense, transfer, sell or otherwise communicate or make available the **Alcatel-Lucent Enterprise Materials** to third parties and shall protect and secure them using the same degree of care You use to protect Your own proprietary rights, but in any case not less than reasonable care, (ii) not modify the **Alcatel-Lucent Enterprise Materials** in whole or in part, except as authorized hereunder for Development Purpose and (iii) not reverse assemble, or decompile the **Alcatel-Lucent Enterprise Materials** in whole or in part, except as explicitly provided by law. In particular, the use of information elements issued from interfaces of the **Alcatel-Lucent Enterprise Platform** and **Alcatel-Lucent Enterprise Materials** not authorized for use through DSPP are prohibited (reverse engineering is not allowed).

This License shall in no event be construed as being a sale of intellectual property rights, a sale of a copy of a program, or a transfer of ownership of the rights in the **Alcatel-Lucent Enterprise Materials**. Notwithstanding the foregoing You may freely use the source code examples provided with the **Alcatel-Lucent Enterprise Materials** at Your own risks, expenses and liability, and shall indemnify ALE International against any and all claims that may arise from any such use. The source code examples are provided without any warranty of any kind, including non-infringement.

10.3 Within the frame of this Agreement, it is of Your sole and exclusive responsibility to install the **Alcatel-Lucent Enterprise Materials**, to determine the appropriate end use for the **Alcatel-Lucent Enterprise Materials** to implement adequate backup procedures to protect You against loss or error resulting from the use of the **Alcatel-Lucent Enterprise Materials** and to verify any output resulting from such use if You intend to use or rely on such output. You acknowledge that it may be necessary to prepare the environment within which the **Alcatel-Lucent Enterprise Materials** will be used, including but not limited to parameterization of the devices or computer programs with which the **Alcatel-Lucent Enterprise Materials** will be used, integrated or interfaced, and follow the installation rules as provided, if any, by ALE International.

- 10.4 ALE International may request a reasonable feed-back and information from You on any bugs discovered by You affecting the **Alcatel-Lucent Enterprise** Materials, and recommended functionality improvements. ALE International may freely use, copy, license, disclose, distribute and exploit any such feed-back in any manner, in connection with the **Alcatel-Lucent Enterprise** Platforms or any of its technologies or products, without any obligation or restriction whatsoever including those based on intellectual property rights. You shall not provide any feed-back subject to any terms that would impose any obligation or restriction on ALE International. ALE International is under no obligation to make any changes or modifications to the **Alcatel-Lucent Enterprise** Materials suggested by You. ALE International reserves the right, in its sole discretion and without prior notice, to discontinue or modify the **Alcatel-Lucent Enterprise** Materials at any time.
- 10.5 Upon Your request and subject to availability of adequate resources, ALE International may provide You with support services for the use of the **Alcatel-Lucent Enterprise** Materials in accordance with the prevailing ALE International terms and conditions for such support. In any case, ALE International shall have no obligation to develop or provide error corrections or new releases or versions for the **Alcatel-Lucent Enterprise** Materials.
- 10.6 **DISCLAIMER.** THE **Alcatel-Lucent Enterprise** MATERIALS ARE LICENSED “AS IS”. ALE INTERNATIONAL MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE **Alcatel-Lucent Enterprise** MATERIALS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. ALE INTERNATIONAL HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF **Alcatel-Lucent Enterprise** MATERIALS WHETHER MADE BY ALE INTERNATIONAL EMPLOYEES OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY ALE INTERNATIONAL FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF ALE INTERNATIONAL WHATSOEVER. ALE INTERNATIONAL DOES NOT WARRANT THAT THE **Alcatel-Lucent Enterprise** MATERIALS ARE FREE OF ERRORS, THAT THE **Alcatel-Lucent Enterprise** MATERIALS WILL MEET YOUR REQUIREMENTS, OR THAT THE USE OF THE **Alcatel-Lucent Enterprise** MATERIALS WILL BE UNINTERRUPTED.
- 10.7 Title and all patents, copyright, design rights, trade secrets and other proprietary rights in or related to the **Alcatel-Lucent Enterprise** Materials are and remain the exclusive property of ALE International and its suppliers. You will not take any action that could affect in any manner ALE International's proprietary rights in the **Alcatel-Lucent Enterprise** Materials or acquire any right in the **Alcatel-Lucent Enterprise** Materials except the rights explicitly granted hereunder, and will not remove or destroy any proprietary trademark or copyright markings or confidentiality legends contained in the **Alcatel-Lucent Enterprise** Materials. Except for the source code example provided with the ALE International Materials, You acknowledge that the right of redistribution of the derivative work produced by You within the development work performed for the Development Purpose is subject to ALE International's rights in the **Alcatel-Lucent Enterprise** Materials and therefore to ALE International's prior written approval, and as applicable to the payment of licensee fees or royalties.
- 10.8 For Rainbow APIs, the Service agreement available on [Rainbow for Developers Service Agreement](#) is applicable

Article 11 - Assignment

You may not assign this Agreement without ALE International's prior written consent. ALE International may assign this Agreement in whole or part without Your consent, provided that ALE International notifies You of such assignment.

Article 12 - Applicable law and dispute resolution

This Agreement shall be governed by the laws of France, without regard to its choice of law provisions. Any dispute arising out of or relating to this Agreement which cannot be amicably settled by the Parties shall be finally settled by the competent courts of Paris, France.

You acknowledge that ALE Platform and Services, Communications APIs, Network APIs, Rainbow APIs, and any related documentation of ALE made available to you and otherwise any Confidential Information may be subject to the export laws and regulations of France, the United States of America and/or other countries (cumulatively, “Export Laws”) and undertakes to comply with Export Laws where ALE Solutions, Documentation and Confidential Information are used, imported, exported or re-exported. The obligations set forth in this paragraph shall survive the cancellation or termination of this Agreement or any other related agreement. For the purpose of this Agreement and any other related agreement, Export Laws are deemed to include restrictive measures or international sanctions applicable to certain designated countries or persons under relevant legislation, regulation or directive; accordingly, pursuant to the European Union Council Regulation n° 833/2014 of July 31, 2014 as amended concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine and without prejudice to any other restrictive measures and sanctions applicable under other relevant legislations, regulations or directives, you acknowledge and agree not reexporting to the Russian Federation any ALE Platform and Services, Communications APIs, Network APIs, Rainbow APIs, and related documentation of ALE as long as such regulation is enforced.

You acknowledge that you have read and understood the document made available on the relevant Portal for information purpose which documents set forth inter alia forth ALE's guidance related to Export Laws compliance requirements. This information may be updated and/or new documents may be posted by ALE from time to time to take into account regulatory changes and shall not be considered as a substitute for

any guidance required from your legal counsel(s) as needed for proper understanding and implementation of any relevant laws and regulations.

Article 13 - Entire Agreement

This Agreement shall constitute the agreement between the parties and shall replace and supersede all documents previously exchanged concerning the same subject matter.

Article 14 - Notices

All notices which any of the Parties is required or desires to serve upon the other(s) pursuant to the terms of this Agreement shall, unless otherwise provided for in this Agreement, be in writing and shall be delivered to the following addresses:

To You: at the address set forth in the registration form mentioned in section 1 above.

To ALE International: at the address set forth in the "Contact us" link on <https://www.al-enterprise.com/en/partners/dspp/contact-us>

COMPANY:

ALE INTERNATIONAL

Name:

By:

Title:

Title:

Signature:

Signature: