
Cloud Connect Operation: Terms and conditions

As used herein, “ALE” means ALE International, a French Corporation, registered with the Trade and Companies Register under number 602 033 185 RCS NANTERRE and having its registered office at 32 avenue Kléber, 92700 Colombes, France.

As used herein, “Business Partner” means the entity to which ALE has provided the ALE Connected Communications Systems for the distribution directly to its End-Users or through Indirect resellers subject to its consent to the terms and conditions below.

These Terms and Conditions are a complement to the Distributorship Agreement. It incorporates by reference the terms and conditions of the Distributorship Agreement.

Cloud Connect Operation description

ALE introduces a Cloud Connect Operation capability in order to improve the Global communication System availability and ease administration and maintenance operations by End Customer and/or Business Partners and/or upon request by ALE Technical support. For this purpose, information of ALE Connected Communications Systems are collected and stored into ALE subcontracted infrastructure located in the European Union, in order to be processed and delivers outcomes. ALE commits the collected information is anonymous, and at the sole aim to bring benefits mentioned in this section.

ALE Cloud Connect Operation does not collect nor store any personal information but only technical data.

ALE commits not to disclose such collected technical information with any other third parties than the Business Partner and/or its End Users. In case information needs to be shared with such a technical support team to maintain your system, ALE will limit the scope of the shared information to worth one regarding the current maintenance tasks.

The Cloud Connect Operation Solution is built upon state-of-the-art security technologies, rigorous control measures and processes developed to deliver best-in-class data security of communications between ALE connected communication systems and the ALE Cloud Infrastructure.

Cloud Connect target

Cloud Connect Operation target is to ensure a higher System Availability. In other words, maximize system uptime and bring the highest operational efficiency.

Technical Information collection

Once the ALE system is “cloud connected”, you allow ALE to collect some technical and nonnamed information to globally assess the health of your system(s). This may notably contribute to proactively alert your system administrator about a potential issue before the impairment really occurs. As an example, such information might include (not exhaustive list): systems alarms and logs, process status, list of connected devices, trunk traffic, license consumption, and also system configuration required to assess system add-on in a quicker way.

OXO Connect - OmniPCX Enterprise Communication Server

Note that for OXO Connect product, the system is automatically connected to the ALE Cloud infrastructure. If you disagree, you can deactivate the connection of any systems but will lose access

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to the Administration and Maintenance Operations.

Opt out is available at any time for any ALE Connected Communications Systems as documented in Administration or Installation Manuals available on the Enterprise Business Portal.

When OmniPCX Enterprise Communication Server used RTR service, long-term disconnection to CCO will lead to reduce OXE functionalities.

When OmniPCX Enterprise Communication is part of Purple on Demand subscription, long term with no access to License Manager Service and (if necessary) OPR License Manager Service will lead to reduce OXE & applications functionalities.

Business Partner's obligations regarding its End- User consent for the cloud connect operation to ALE Connected Communications Systems

During installation, Business Partner commits to expressly inform its End-User and to get its prior approval to have ALE Connected Communications Systems connected to the ALE Cloud Infrastructure. This includes for Purple on Demand, collection of third party activated software. With Cloud Connect Operation there is no collection of personal information or usage information.

The Business Partner is solely responsible for correct implementation and support of Purple on Demand security requirement (cf document Purple on Demand security overview) for OmniPCX Enterprise Communication Purple on Demand subscription and Cloud Connect Operation configuration (cf Cloud Connect Operation overview document) for other OmniPCX Enterprise Communication offer & OXO Connect.

This data transfer is covered by ALE data privacy rules available on <https://www.al-enterprise.com/en/legal/privacy>.

Business Partner shall indemnify and hold ALE harmless from any and all End-User and/or third parties claims arising out of the failure by the Business Partner to have End-User's prior acceptance.

Complementary service subscription via Cloud Connect operation

Business Partners might be able to subscribe to specific services via Cloud Connect Operation available on the relevant business portal. In this case, some specific Terms and Conditions will apply.

Information Use

Information collected is processed to get synthetic feedback on the health of the system, and advice further actions to system administrator if required: the system up time is always considered as a main target for customer satisfaction.

Except the technical support team duly in charge of the maintenance of your system, ALE commits not to disclose such collected information with any other third parties. In case information needs to be shared with such a technical support team to maintain your system, ALE will limit the scope of the shared information to worth one regarding the current maintenance tasks.

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Information storage

The technical information collected on your system(s) is stored on ALE subcontracted cloud infrastructure, which is located in the EU.

Liability - Warranty

The Cloud Connect operation is provided “as is”. Neither ALE nor any third party contributing to implementing or operating the Cloud connect operation gives any express or implied warranty, including, without limitation, as its fitness for a particular purpose, nor as to the non-interruption of the cloud connect operation. ALE will not be held liable or responsible for any failure of Cloud Connect resulting from or attributable to causes outside ALE's control such as but not limited to: (i) networks, telecommunications or other services failure outside ALE's facilities (or facilities of ALE's subcontractors), (ii) end-customer/user or third party(ies)'s products, services, negligence, acts or omissions, (iii) scheduled maintenance or (iv) unauthorized access, breach of firewall or other hacking activities by third party(ies). ALE shall not be liable for any direct, indirect and/or consequential losses or damage (including, without limitation, loss of earnings, loss of profit, business interruption, loss of a chance, loss of data) arising out of access to or use of the Cloud connect operation or inability to access or use to the Cloud connect operation.

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, REPRESENTATIONS WHETHER EXPRESS OR IMPLIED BY LAW, TRADE USAGE OR OTHERWISE, EXCEPT FOR LIABILITY WHICH BY LAW CANNOT BE EXCLUDED OR LIMITED, ARE EXCLUDED AND SHALL NOT APPLY TO CLOUD CONNECT OPERATION.

IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, ALE DOES NOT WARRANT THAT CLOUD CONNECT OPERATION WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.