



OMNIVISTA[®] CIRRUS

TERMS OF USE (For End Customer)

Edition 1.1 – March 2018

OMNIVISTA CIRRUS PAID SERVICE

Terms of Use

These Terms of Use (these “Terms”) govern the use of the OmniVista Cirrus paid Service (“OmniVista Cirrus Service” or “Service”) that you have purchased either directly from ALE International, ALE USA Inc or an Authorized Reseller (hereafter the “Service Supplier”, “we”, “us”, “our”).

OmniVista Cirrus paid Service is a Cloud based Network Management System and Hardware/Firmware Support service provided by ALE International and ALE USA Inc. (more information available at <https://www.al-enterprise.com>).

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

1. Acceptance

BY CLICKING ON LINE ON THE ACCEPTANCE BUTTON WHEN ACCESSING THE OMNIVISTA CIRRUS REGISTRATION PORTAL, SERVICEYOU 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 THE OMNIVISTA CIRRUSPAID OFFER.

OmniVista Cirrus paid Service is not intended to be used for children and teenagers; OmniVista Cirrus paid Service 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 OmniVista Cirrus paid Service, 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 3, paragraph E.

Your continued use of the OmniVista Cirrus paid Service following any revision of these Terms published by ALE in accordance with applicable law in your jurisdiction and pursuant to Section 2 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.

2. Terms Scope and Service Description

A. These Terms govern your use and the use of OmniVista Cirrus paid Service by employees or agents/contractors of your Company (collectively “your Users” or “Users”).

- B. With regards to OmniVista Cirrus paid Service only and without prejudice to any other service OmniVista Cirrus paid Service might be combined with, your agreement with the Service Supplier (the “Agreement”) consist of:
- i. the Subscription Order placed by the Service Supplier
 - ii. [OmniVista Cirrus Paid Bundles Service Description](#)
 - iii. [End Customer Service Essentials](#)
 - iv. [OmniVista Cirrus Country Availability](#)
 - v. [OmniVista Cirrus Supported Equipment](#)
 - vi. 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 OmniVista Cirrus paid Service 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 the OmniVista Cirrus paid Service.

- C. If you have purchased OmniVista Cirrus paid Service 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 OmniVista Cirrus paid Service, 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 OmniVista Cirrus paid Service that such revised Terms will be enforceable against you.
- F. OmniVista Cirrus paid Service is a bundle of services as described in the OV Cirrus Service Description depending on the bundles of Services purchased.

- G. OmniVista Cirrus paid Service and its related usage by you and your Users are provided against and subject to payment to Service Supplier. The scope of the purchased OmniVista Cirrus paid Service and the applicable fees are as agreed in the Agreement.
- H. Any feature of OmniVista Cirrus paid Service 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 OmniVista Cirrus paid Service, 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 OmniVista Cirrus paid Service 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.

3. OmniVista Cirrus paid Service Access - Right to Monitor and Remove submissions/Content

- A. Subject to your compliance with these Terms, Service Supplier hereby grants you permission to use OmniVista Cirrus paid Services 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 OmniVista Cirrus paid Service, 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. For connecting to OmniVista Cirrus NMS, your User(s) will be required to use a password. You agree that your User's use of the OmniVista Cirrus NMS 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.

If you have any security or vulnerability information you wish sharing with ALE for service enhancement that could benefit to the other users of OmniVista Cirrus paid Service with

regards to security and privacy, please contact us via the ALE support services or ALE PSIRT program at <https://www.al-enterprise.com/en/support/security-advisories>.

- D. 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 6 below) or data and/or discontinuing yours and/or your Users' use of access to the OmniVista Cirrus paid Service 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.
- E. 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.

4. Prohibited User Conduct

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 the OmniVista Cirrus paid Service in a given period of time than a human can reasonably produce in the same period. 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 the OmniVista Cirrus paid Service 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.

5. Intellectual Property Rights

The design of the OmniVista Cirrus paid Service along with ALE created text, scripts, graphics, interactive features and the like, 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.

6. Claims of copyright Infringement

If you have good reasons to believe that materials have been used 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 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

7. Warranty Disclaimer

OMNIVISTA CIRRUS PAID SERVICE 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 THE OMNIVISTA CIRRUS PAID SERVICE, THE SOFTWARE, AND ANY OTHER INFORMATION OR MATERIALS THAT MAY BE OBTAINED FROM THE USE OF OMNIVISTA CIRRUS PAID SERVICE 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.

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.

8. Limitation of Liability

- 8.1. SUBJECT TO THE PROVISIONS OF SECTION 8.2 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 OMNIVISTA CIRRUS PAID 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 THE OMNIVISTA CIRRUS PAID SERVICE, THE SOFTWARE OR THE SITE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONTHLY EQUIVALENT VALUE OF 3 (THREE) MONTHS OF SUBSCRIPTION PRECEDING THE DATE GIVING RISE TO SUCH LIABILITY.

IN NO EVENT SERVICE SUPPLIER'S TOTAL LIABILITY TO YOU OR ANYONE WHO USE THE SERVICE THROUGH YOUR ACCOUNT SHALL NOT EXCEED THE AGGREGATE AMOUNT OF THE MONTHLY EQUIVALENT VALUE OF 3 (THREE) MONTHS OF SUBSCRIPTION PAID TO THE SERVICE SUPPLIER.

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.

- 8.2 IN NO EVENT WILL ANY OF THE ENTITIES AND INDIVIDUALS REFERRED TO IN SECTION 8.1 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 THE OMNIVISTA CIRRUS PAID SERVICE 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 8.1 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 8.2 SHALL, UNDER THESE TERMS, WHICHEVER THE NUMBER OF CLAIMS, BE LIMITED AS SET FORTH IN SECTION 8.1 ABOVE.

- 8.3. THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU, IN CASE OF FAILURE BY ALE TO MEET THE SLAS WITH RESPECT TO ANY INTERRUPTION OR AVAILABILITY OF THE HOSTED SERVICE, SHALL BE A SERVICE CREDIT AS DESCRIBED IN THE OV CIRRUS PAID BUNDLES SERVICE DESCRIPTION.

9. 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 the OmniVista Cirrus paid service; (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 OmniVista Cirrus.

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.

10 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.

11 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 the OmniVista Cirrus paid service.

12 Term and Termination

SUBSCRIPTION DURATION.

Subject to payment of all applicable fees, the Subscription of 1, 3 or 5 years starts ("the Term") from the moment You accept these Terms.

RENEWING OMNIVISTA CIRRUS SUBSCRIPTION

You are allowed to renew any or all Subscriptions for either 1, 3 or 5 years.

You shall then require your Service Supplier to place a renewal Subscription at the then current conditions.

During the Subscription, you are able to bind and unbind Hosted Licenses to and from ALE Devices. Binding a Hosted License to an ALE Device makes that device eligible for OmniVista Cirrus paid Service.

Unless additional Hosted Licenses have been purchased, the Subscription ends after the duration of the set of Hosted Licenses of the initial Subscription.

In case of additional Hosted Licenses, the Subscription will be extended in a way all licenses will co-terminate. The extension will be calculated on the existing volume and days remaining plus the new volume and days ordered.

In case of renewal of a Subscription, the Subscription is extended with the duration of the set of ordered Hosted Licenses.

Upon termination (end of Term) of a given Subscription, the related Hosted Licenses shall automatically terminate and are automatically moved to OmniVista Cirrus Freemium Service.

ALE grants a 90 days Subscription extension as a grace period at the end of the Subscription to enable last minute purchase of licenses to extend the Subscription. In such case, the starting date of the renewal is deemed to be the end date of the previous Subscription.

Your 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.

13 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 5, Sections 7-10, Sections 11-17.

14 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 THE OMNIVISTA CIRRUS PAID SERVICE MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

15 Miscellaneous

A. OmniVista Cirrus Paid Service 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 OmniVista Cirrus Paid Service 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 OmniVista Cirrus paid Service. You must ensure you have the right to use all features of OmniVista Cirrus Paid Service in your jurisdiction.
- D. OmniVista Cirrus is a trademark 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.

16 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 [ALE's global privacy and data protection policy](#).

17 Miscellaneous

According the section H of the [OmniVista Cirrus Data Privacy Notice](#), OmniVista Cirrus is hosted in servers located in location depending of your country of subscription in compliance with your country's data and privacy regulation.

Please be advised that through your continued use of the Site and Service, you/you Users are transferring Personal Data to the countries as specified in the section H of [OmniVista Cirrus Data Privacy Notice](#), and you/your Users expressly consent to that transfer.

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

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.

ALE: notwithstanding the definition in any other contractual document, designates in these Terms either ALE International, a France corporation with principal place of business at 32 avenue Kleber, 92700 Colombes, France or ALE USA Inc., a Delaware corporation with principal place of business at 26801 Agoura Road Calabasas, California 91301, USA, depending on the entity the Business Partner signed its Distributorship Agreement with.

ALE Device: means the Devices listed in the OV Cirrus Supported Equipment list.

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.

Device License binding: means the process to bind an ALE Device to an OmniVista Cirrus NMS Hosted License.

Hosted License: means a license made available in the cloud to entitle the Services according to the Service Description to an ALE Device.

Licensed Device: means ALE Devices bound to a Hosted License.

OmniVista Cirrus cloud based Network Management System ("OmniVista Cirrus NMS"): means ALE owned cloud based system that provides network management functionality.

OmniVista Cirrus Freemium: means a free access to OmniVista Cirrus NMS limited to registration, one-time upgrade and registration of ALE Devices, as described in the [Freemium and Premium Trial Accounts Terms of Services](#).

OmniVista Cirrus paid bundles: means the portfolio of OmniVista Cirrus services bundles as described in the OmniVista Cirrus Service Description.

OmniVista Cirrus registration portal: means the dedicated Portal accessible through ALE public website with Information about OmniVista Cirrus and the possibility for an End-Customer, or any third party authorized by the End-Customer to register to an OmniVista Freemium Service and/or to get access to the OmniVista Cirrus NMS.

OmniVista Cirrus paid bundles Service Description ("Service Description"): contains terms and conditions pertaining to each Bundles of Services. The Service Description is accessible on the Business Portal, Business Store and OV Cirrus registration portal. ALE shall use reasonable efforts to notify Service Supplier, at least thirty (30) days in advance of any changes of the Service Description, applicable for new Subscriptions.

OmniVista Cirrus Subscription (the “Subscription”): means a paid subscription, ordered through the Business Store providing services according to the Service Description.

OmniVista Cirrus Trial: means a free access to try OmniVista Cirrus NMS with a limited duration to test a limited amount of ALE Devices for a limited amount of time, as described in the [Freemium and Premium Trial Accounts Terms of Services](#).

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.

Subscription Activation: means the actual activation of the Subscription by a Subscription code.

Subscription Order: means a purchase order for subscribing to the OmniVista Cirrus paid Service that specifies the duration, type, quantity and bundles of services of OmniVista Cirrus Paid Service to be provided and the associated payments.