

OmniVista® Cirrus Terms of Use

(For End Customers)

Covers:
OmniVista® Cirrus 4
OmniVista® Cirrus effective release 10.5.1

Edition 1.2 – August 2025

Alcatel·Lucent Enterprise

1. Terms of Use

These Terms of Use (these "Terms") govern the use of the OmniVista® Cirrus paid service (the "OmniVista® Cirrus Service" or the "Service") that you have purchased from ALE International, ALE USA Inc., or an Authorized Reseller (each, a "Service Supplier," or "we," "us," or "our"). The Service is an ALE publicly Cloud-hosted subscription-based Network Management System and Hardware/Firmware Support service provided by ALE International and ALE USA Inc. (More information is available at https://www.al-enterprise.com.) Any capitalized term used and not otherwise defined in these Terms shall have the meaning set forth in Section 4 of these Terms.

2. Acceptance

BY CLICKING ON THE ACCEPTANCE BUTTON WHEN ACCESSING THE OMNIVISTA® CIRRUS SUBSCRIPTION ACTIVATION PAGE, 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, 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, DO NOT USE THE OMNIVISTA® CIRRUS PAID OFFER. 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 THIS SECTION 2 OF THESE TERMS 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 SERVICE SUPPLIER AND BE PART OF THE AGREEMENT.

3. No Use by Minors

The Service is not intended to be used for children and teenagers; the Service can only be used by persons having the age of "majority" as defined in your jurisdiction with respect to applicable children-protection regulations. If ALE or Service Supplier (if it is an Authorized Reseller) learns that Personal Data of non-adults have been collected through the Service, 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.

4. 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" means (notwithstanding the definition in any other agreement) 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 2000A Corporate Center, Thousand Oaks, CA 91320, USA, depending on the entity the Business Partner signed its Distributorship Agreement with.

"ALE Device" means the Devices listed in the OmniVista® Cirrus Supported Equipment list.

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

"Cloud License" means a license made available for the Cloud solution publicly hosted by ALE to entitle the Network management Features enable for an ALE Device.

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

"Licensed Device" means an ALE Device bound to a Cloud License.

"OmniVista® Cirrus Cloud Network Management System" ("OmniVista® Cirrus NMS") means the ALE publicly cloud-hosted solution provides network-management functionality.

"OmniVista® Cirrus Paid Bundles" means the portfolio of OmniVista® Cirrus services bundles as described in the OmniVista Service Description.

"OmniVista® Paid Bundles Service Description" ("Service Description") means the document that contains terms and conditions pertaining to each Bundles of Services. The Service Description is accessible on the ALE Business Portal. ALE shall make reasonable efforts to notify Service Supplier at least thirty (30) days in advance of any changes to the Service Description that are applicable to new Subscriptions.

"OmniVista® Cirrus Login Page" means the OmniVista® Cirrus available on the ALE Publicly Cloud-hosted solution, with the possibility for an End-Customer, or any third party authorized by the End-Customer, to activate the OmniVista® Cirrus Subscription and/or to get access to the OmniVista® Cirrus NMS.

"OmniVista® Cirrus Subscription (the "Subscription")" means a paid subscription ordered through Ebuy and configured through the Subscription Manager, providing services according to the OmniVista® Service Description.

"OmniVista® Cirrus Trial" means free access to try OmniVista® Trial NMS with a limited duration to test a limited number of ALE Devices for a limited amount of time.

"Personal Data" means information relating to an identified or identifiable natural person such as a User, or information that is used to identify directly or indirectly such a natural person, including 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 activation code.

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

5. Precedence

As to the Service only, and without prejudice to any other service, the Service might be combined with your agreement with the Service Supplier (the "Agreement"), which consists of the Subscription Order placed by the Service Supplier, OmniVista Paid Bundles Service Description, End Customer Service Essentials, OmniVista® Cirrus Supported Equipment, and these Terms. In the event of a conflict among such documents, the governing precedence is in the order outlined in this Section 5.

6. Scope of Service

The Service is a bundle of services as described in the OmniVista® Service Description. The 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 Service and the applicable fees are as agreed in the Agreement.

7. Third-Party Beneficiary

If You have purchased the 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 the 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 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.

8. Severability

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.

9. Updates and Changes to Terms

To the extent permitted by applicable law, ALE may update and make changes to these Terms from time to time. ALE will notify You of 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 an 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 extraordinary rights of termination in accordance with applicable law. When ALE updates and introduces changes to these Terms in accordance with the above, You acknowledge and agree that, pursuant to your continued use of the Service, such revised Terms will be enforceable against You.

10. Changes to Service

Any feature of the 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 the Service, and always in accordance with applicable laws and the notification process set forth in these Terms. Other changes by ALE will be subject—mutatis mutandis—to the rules applicable for Service/feature(s) discontinuance as set forth in these Terms.

11. Discontinuation of Service

ALE may discontinue the Service or any or all features of the 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) days' 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.

12. Use Restrictions

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; and (iii) You will not attempt to reverse engineer, alter, or modify any part of the Service.

13. Personal Data

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.

14. Password

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 the 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 the other users of the Service with regard 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.

15. Termination Rights

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 or data and/or discontinuing Your and/or Your Users' use of access to the 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.

16. Right to Monitor and Investigate

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, and (iii) disclosure of such information to law enforcement authorities as Service Supplier reasonably feels is necessary or appropriate.

17. Prohibited User Conduct

You—for Yourself 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 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 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.

18. Intellectual Property Rights

The design of the Service along with ALE-created text, scripts, graphics, interactive features, and the like, and the trademarks, service marks, and logos contained therein (collectively, the "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 Yourself and Your Users—not to 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.

19. Claims of Copyright Infringement

If You have reason 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: (i) a description of the materials and their location on the site; (ii) Your name, surname, telephone number, and email address, and Your company's corporate name and address (if applicable); (iii) a statement made by You that You believe in good faith that the use of the materials is not authorized; and (iv) 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:

Attn: Legal Department
ALE International
32 Avenue Kléber
92707 Colombes
FRANCE

20. Warranty Disclaimer

THE SERVICE AS WELL AS ANY AND ALL THE INFORMATION MADE AVAILABLE BY ALE ON THE SITE (INCLUDING THE SOFTWARE) IS 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 SERVICE, THE SOFTWARE, AND ANY OTHER INFORMATION OR MATERIALS THAT MAY BE OBTAINED FROM THE USE OF THE 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. ALE MAKES NO WARRANTY AS TO THE VALIDITY OR ACCURACY OF ANY CONTENT AND ALE DOES NOT ENDORSE ANY CONTENT SUBMISSION OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED THEREIN.

21. Limitation of Liability

EXCEPT AS PROVIDED IN THE AGREEMENT WITH 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 SERVICE (INCLUDING WITHOUT LIMITATION ALE IF AND WHEN YOU HAVE PURCHASED THE SERVICE FROM AN AUTHORIZED RESELLER), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, FOR CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THE FURNISHING, ACCESS, USE, OR INABILITY TO USE THE SERVICE, THE SOFTWARE OR THE SITE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONTHLY EQUIVALENT VALUE OF THREE (3) MONTHS OF SUBSCRIPTION PRECEDING THE DATE GIVING RISE

TO SUCH LIABILITY. IN NO EVENT SHALL SERVICE SUPPLIER'S TOTAL LIABILITY TO YOU OR ANYONE WHO USES THE SERVICE THROUGH YOUR ACCOUNT EXCEED THE AGGREGATE AMOUNT OF THE MONTHLY EQUIVALENT VALUE OF THREE (3) 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.

22. Damages

IN NO EVENT WILL ANY OF THE ENTITIES AND INDIVIDUALS REFERRED TO IN SECTION 21 OF THESE TERMS 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 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, WHETHER BASED ON WARRANTY, CONTRACT, TORT, INFRINGEMENT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE ENTITIES AND INDIVIDUALS REFERRED TO IN SECTION 20 OF THESE TERMS 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 22 SHALL, UNDER THESE TERMS, WHICHEVER THE NUMBER OF CLAIMS, BE LIMITED AS SET FORTH IN SECTION 21 OF THESE TERMS.

23. Exclusive Remedy

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 OMNIVISTA® PAID BUNDLES SERVICE DESCRIPTION.

24. Indemnification

You agree to defend, indemnify, and hold Service Supplier and ALE, including 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 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 the Service. 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.

25. Embargoed Country

You further represent and warrant that (i) You, Your company, and Your Users are not located in a country 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 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) You, Your Company, and Your Users are not listed on any U.S. Government list or other Government list of prohibited or restricted parties.

26. 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 from whom You have purchased the Service.

27. Subscription Term

Subject to payment of all applicable fees, the Subscription of one (1), three (3), five (5), or seven (7) years (each, a "Term") starts from the moment You accept these Terms.

28. Subscription Renewal

You are allowed to renew any or all Subscriptions for either one (1), three (3), five (5), or seven (7) years. You shall then require your Service Supplier to place a renewal Subscription in the then-current conditions. During the Subscription, You are able to bind and unbind Hosted Licenses to and from ALE Devices. (Binding a device refers to the process to bind an ALE Device to OmniVista® Cirrus.) Binding a Cloud-hosted License to an ALE Device makes that device eligible for the Service.

29. Subscription Termination

Unless additional Cloud-hosted Licenses have been purchased, the Subscription ends after the duration of the set of Cloud-hosted Licenses of the initial Subscription. In case of additional Cloud-hosted Licenses, the Subscription will be extended either in a co-termination mode, or a no co-terminate mode. This option can be selected at the time of the add-on operation. In the case of co-termination, 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 Cloud-hosted Licenses. When there is no co-termination, each add-on extension will be managed independently, with its end date based on the duration selected at the time of the operation.

30. Effect of Termination

Upon termination or expiration of a Subscription, the related Hosted Licenses shall automatically terminate. The Service will stop, devices will stop operating under OmniVista® Cirrus, and devices such as Stellar Access Points will be reset to Express Mode.

31. Subscription Extension

ALE grants a Subscription extension of ninety (90) days as a grace period at the end of the Subscription to enable last-minute purchases 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.

32. Data Retention

Your stored Content as then existing will be retained by ALE to the extent required and necessary to comply with any law and related retention obligations applicable to ALE.

33. Surviving Provisions

The terms and conditions which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration.

34. Applicable Law

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.

35. Time to Bring Legal Action

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

36. Export Controls

The Service and Software may be subject to local and extraterritorial export control laws and regulations. You shall comply with all applicable laws and regulations governing use, export, re-export, and transfer of the Service and Software and obtain all required local and extraterritorial authorizations, permits, or licenses.

37. Prohibited Access

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 a national 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.

38. Compliance with Laws

You will comply with all applicable laws and regulations related to your receipt and use of the Service. You must ensure You have the right to use all features of the Service in Your jurisdiction.

39. Trademark Use

OmniVista® is a trademark and service mark of ALE International and may not be used, in whole or in part, in any manner without ALE's prior written consent.

40. Personal Data Protection Notice Supplement

Where we process Personal Data while performing the Service, we will act as data processors under your direction and your responsibility in accordance with applicable Personal Data protection laws. We and You shall each duly observe our 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 ALE Privacy & Data Protection Policy.

41. Language Discrepancy

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

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