

## RAINBOW FOR DEVELOPERS SERVICES AGREEMENT FOR CUSTOMER DEVELOPERS

This Rainbow Services Agreement for Customer Developers (this "Agreement") is made between ALE INTERNATIONAL ("ALE"), with a principal place of business at 32 avenue Kleber, 92700 Colombes, France, and you, the Customer (as such term is defined below). If you are an individual accepting this Agreement on behalf of a legal person/entity, then you hereby represent that you have proper legal authority to enter into this Agreement on that legal person's behalf and that this legal person is legally bound by the terms of this Agreement, unconditionally and irrevocably. This Agreement is entered subsequently to the Customer Developer Agreement entered between the parties hereto within the ALE Rainbow for Developers program (the "Customer Developer Agreement"). Read this Agreement carefully before accepting or accessing/using the Rainbow services (as such term is defined below). By clicking on the "Accept" button within the Rainbow services subscription process available through the Rainbow for Developers portal you agree to the terms and conditions of this Agreement on behalf of the Customer. If the legal person you represent do not agree to all of the terms and conditions of this Agreement, then promptly click on the "Decline" or "I Do Not Accept" button. Without prejudice to the foregoing, as an alternative to an acceptance through click, this Agreement may be incorporated into a mutually signed hard copy. Furthermore, you, the Customer agree that your access to and use of the Rainbow services acknowledge that the Customer have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**1. General.** This Agreement governs Customer's use of the Rainbow services, as defined below. This Agreement consists of (i) the terms and conditions herein, (ii) the commercial offer issued (if any) by ALE to Customer (the "Commercial Offer"), (iii) the Use Policy (the "Use Policy") attached to the Rainbow for Developers Developer Agreement, and (iv) the document (if any) issued and used by the Customer to submit its order of the Rainbow services consistent with the Commercial Offer (the "Order"). The provisions of this Agreement shall supersede any conflicting provisions otherwise presented to ALE within the Customer's registration process or the Order.

This Agreement constitutes the entire agreement between ALE and Customer concerning the subject of the Customer's subscription to the Rainbow services and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between ALE and Customer relating to this subject matter. For the sake of clarity, this Agreement is the separate agreement referred to in Section 3 paragraph (b) of the Customer Developer Agreement which remains in full force and effect pursuant to its terms and conditions. Except as otherwise expressly stated herein, no amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by each party hereto. To the extent applicable (in case of mutually signed hard copy) a scanned copy of this Agreement signed by an authorized representative of either Party shall have the same force and effect as an original.

### **2. Definitions.**

(a) **"Customer"** means the legal person/entity subscribing to Rainbow services either through the Rainbow for Developers portal and/or through an Order for accessing to and using the Rainbow services, as such access and use has been authorized by ALE under and subject to the terms and conditions of this Agreement.

(b) **"Customer Device(s)"** means any and all devices and/or applications that are owned or licensed by Customer, which devices access, communicate or interoperate with the Rainbow service of ALE.

(c) **"Developed Works"** means the software code (including without limitation the application or integration) developed by Customer using the Developer Materials under the Customer Developer Agreement, which software code enables Customer Devices to access, communicate or interoperate with Rainbow service solely through ALE proprietary interface elements and/or application programmable interfaces ("API").

(d) **"Documentation"** means applicable technical specifications of the Rainbow service made available to Customer under this Agreement at [developers.openrainbow.com/](https://developers.openrainbow.com/).

(e) **"Developer Materials"** has the meaning ascribed to it in the Customer Developer Agreement.

(f) **"Fees"** means any and all fees to be paid to ALE by Customer as consideration for the Rainbow Services subscription in connection with this Agreement; the Fees will be computed and charged by ALE based on prices set forth in the Commercial Offer, if any issued, or, otherwise, based on prices published on the Rainbow for Developers portal at [developers.openrainbow.com/pricing](https://developers.openrainbow.com/pricing) as updated from time to time pursuant to Section 5 (Prices and Payments).

(g) **"Party"** means either ALE or Customer and **"Parties"** means collectively ALE and Customer.

(h) **"Rainbow services"** means the commercially available communication platform as a service (CPaaS) solution marked by ALE from the Rainbow for Developers portal as further described in the Documentation.

(i) **"User"** means any person enabled by or for Customer to use the Customer Devices embedding the Developed Works accessing, communicating or interoperating with Rainbow services.

### **3. Subscription to Rainbow services – Conditions of use**

(a) **Right to use.** Subject to the provisions of this Agreement (including without limitation the conditions set forth in Section 4 (Restrictions)), ALE grants to Customer a personal, non-exclusive, non-transferable, terminable right to use and/or have Users using the Rainbow services in connection with the Customer Devices embedding the Developed Works for the term of this Agreement as specified below.

(b) **Scope of use.** The right to use the Rainbow services is granted solely (i) within the Customer's own internal business operations which may include the provision of Customer's service(s) to its User customers, and/or (ii) within marketing and reselling activities of the Customer Devices embedding Developed Works to its User customers. The foregoing is subject to all related Use restrictions set forth in paragraph (d) below and for Customer's marketing/distribution activities if any identified in the Commercial Offer.

It is the Customer's or the Users' sole responsibility, as the case may be, to (i) obtain and operate all system (e.g. network, communication equipment, bandwidth required to deliver the Rainbow services) needed to connect, to access or otherwise use the Rainbow services, (ii) maintain the proper functioning, the integrity and security of such system, and (iii) to bear all related costs, expenses and charges.

(c) **Term.** This Agreement including right to use pursuant to paragraph (a) above starts on the date of the Customer's acceptance to this Agreement as set forth above and continues until the end of the term specified in the Commercial Offer (the "Term"). At the end of the Term, the Agreement shall renew automatically on a year-to-year basis (with a monthly payment structure, as described below), unless: (a) either Party provides to the other sixty (60) day advance written notice of its intent to not renew; or (b) the Parties agree in writing to renew for a term of different duration. Subject to the foregoing, pricing for any subsequent renewal period shall be at the pricing specified in the Commercial Offer, unless otherwise expressly mutually agreed upon.

(d) **Use restrictions.** Customer shall not, use or allow the Rainbow services to be used in any manner prohibited under the Use Policy. Furthermore, Customer shall not, directly or indirectly, without the prior written consent of ALE: (i) distribute, disclose, market, sell, rent, lease, assign, sublicense, pledge, encumber or otherwise transfer or make available the Rainbow services, or rights granted under this Agreement, as applicable, in whole or in part, to any third party except as expressly permitted herein; (ii) remove or alter any copyright, trademark, trade name, confidentiality or other proprietary notices, legends, symbols or labels appearing on or in copies of the Documentation; and (iii) take any action that jeopardizes ALE's, its affiliates, suppliers and licensors' confidential or proprietary information or acquire any intellectual property right in the Rainbow services or in anything else shared with or made available by ALE to Customer.

With regards to any Customer's marketing and reselling activity of the Customer Devices embedding Developed Work, Customer shall execute with each User an agreement that contains terms and conditions that are no less restrictive than all of the following provisions:

- (i) User shall use the Developed Works and the related Rainbow services solely for its own internal business operations with the applicable terms of the Use Policy which will be made known by Customer to User;
- (ii) User shall not resell or retransmit the Developed Works, create a derivative of the Developed Works in any form, decompile, disassemble or reverse engineer the Developed Works or any portion of the Developed Works or otherwise depart from any and all use restrictions herein;
- (iii) ALE and its suppliers make no warranty to User under such sublicense agreement, whether express, implied or statutory, and ALE disclaims any implied warranties of merchantability or fitness for a particular purpose; and
- (iv) ALE is not liable to Users for any loss or damage arising out of such sublicense agreement, including without limitation, direct, economic, consequential, indirect or special damages (including without limitation, any lost revenues or profits).
- (e) Ancillary services. If applicable, ALE will provide the professional services identified in the Commercial Offer and mutually agreed into a Statement of Work executed by both Parties.

#### **4. Proprietary rights - Personal Data.**

(a) ALE proprietary rights. Notwithstanding anything to the contrary in this Agreement, ALE retains all rights, title and interest, including without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Rainbow services, the Documentation and other ALE Confidential Information, including without limitation, any copy or portion thereof. Customer shall have only those rights in or to the Rainbow services and the Documentation expressly granted to Customer pursuant to this Agreement.

(b) Security and data privacy. ALE is committed to protecting and processing all personal information if any provided to ALE under this Agreement to benefit from Rainbow services. Consequently, ALE will take reasonable precautions to protect and process such personal information in compliance with the applicable law as further specified in the ALE applicable privacy notice located at [www.al-enterprise.com/en/legal/privacy](http://www.al-enterprise.com/en/legal/privacy) and incorporated herein by reference.

As key party in collecting, using, retaining/storing, accessing and/or disclosing its employees/agents', its business partners' or its own customer's personal data, the Customer commits to strictly comply and abide by the ALE data privacy policy and all applicable data protection laws. In addition, Customer shall cause its employees/agents, business partners or Users as data controller, to comply with ALE's data privacy notice and with applicable data privacy laws.

#### **5. Prices and Payments.**

Customer shall pay the Fees listed on the Commercial Offer pursuant to the payment terms specified therein. All such Fees are exclusive of VAT, sales taxes, duties, custom duties, excise taxes, withholding taxes, all expenses related to importation or similar charges assessed against or payable by ALE or Customer and ALE shall not carry any taxes, duties, withholding taxes levied in Customer's country. Payment of the Fees shall be made on-line through the Rainbow for Developers portal or, if so specified in a specific Commercial Offer, by wire transfer as instructed by ALE in its relevant invoice. Any such payment shall be made without any deduction or set-off of any kind. Any technical issue affecting the Rainbow services in whole or in part (a) shall not affect such obligation to pay, (b) shall not give rise to any deduction nor set-off from the fees due to ALE. All past due payments will bear interest at the rate of 1.5% per month or such lower rate as is required by law. If any invoiced amounts are more than thirty (30) days overdue, ALE may immediately suspend Customer's use of the Rainbow services without prejudice to any other right or remedy available to ALE under this Agreement or by Law.

#### **6. Warranty.**

ALE warrants to Customer that the Rainbow for Developers services will function substantially as detailed in the Documentation. Customer's

sole and exclusive remedy for a breach of this warranty shall be either: (i) allow ALE to modify the Rainbow services to substantially conform to the service descriptions set forth in the Documentation; or (ii) allow ALE to provide a workaround solution that will reasonably meet Customer's requirements, (i) or (ii) to be performed as per the Service Level Agreement attached to this Agreement as Exhibit 1 (the "SLA"). To receive these remedies, Customer must promptly notify ALE of such breach.

If neither option is commercially reasonable for ALE, ALE may terminate the Agreement and refund to Customer any pre-paid, unused monthly fees for the month over which the termination occurs.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE RAINBOW SERVICES AND THE DOCUMENTATION ARE PROVIDED "AS IS". ALE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, QUIET ENJOYMENT, TIMELINESS, COMPLETENESS, OR ACCURACY. WITHOUT LIMITING THE FOREGOING, ALE DOES NOT WARRANT THAT ACCESS TO OR USE OF THE RAINBOW SERVICES OR MATERIALS PROVIDED BY ALE WILL BE UNINTERRUPTED OR FREE OF ANY ERROR, BUG, OMISSION, MISTAKE, VIRUS, TROJAN HORSE. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, ALE DOES NOT WARRANT THAT THE RAINBOW SERVICES AND ANY SERVER HOSTING THE RAINBOW SERVICES WILL BE FREE OF VULNERABILITY TO UNAUTHORIZED ACCESS, UNLAWFUL INTRUSION OR ATTACK.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. IF THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, CUSTOMER AGREES THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

#### **7. Liability.**

With regards to availability of Rainbow services, ALE's liability under this Agreement will be limited to the payment of the remedy set forth in the SLA, provided however that ALE is not liable for: (i) occasional planned downtime (for which ALE will provide Customer with advance notice); or (ii) any unavailability caused by circumstances beyond ALE's reasonable control, including failure or delay of Customer's Internet connection, misconfiguration by Customer or any third party, issues on Customer's network, or telecommunications services contracted by or for Customer, (iii) unavailability as a result of the actions of the cloud service provider ("CSP") hosting Rainbow Services, including (a) any maintenance or planned downtime of the CSP services, (b) any fault or failure of the CSP services, or (c) CSP either terminating or suspending ALE or Customer/Users' use of CSP services, or (iv) any additional downtime excluded in the SLA.

EXCEPT AS SET FORTH ABOVE, IN NO EVENT SHALL ALE AND/OR ANY THIRD PARTY HAVING BEEN INVOLVED IN THE DESIGN, PRODUCTION OR DELIVERY OF THE RAINBOW SERVICES BE LIABLE TO CUSTOMER FOR ANY DIRECT, 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) ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND EVEN IF ALE AND THE ABOVE-MENTIONED THIRD PARTIES ARE INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATION OF LIABILITY FORMS A FUNDAMENTAL BASIS OF THE BARGAIN HEREUNDER, IN THE ABSENCE OF WHICH THE ANNUAL (OR LESS) TERM AND THE FEES PAYABLE BY CUSTOMER WOULD HAVE BEEN DIFFERENT. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIMITATION WILL BE THE MINIMUM AMOUNT REQUIRED BY LAW).

#### **8. Confidentiality.**

For the purpose of this Agreement, "ALE Confidential Information" means all information and material shared with or made available to Customer by or for ALE in connection with this Agreement and the use of the Rainbow services (whether in writing, or in oral, graphic, electronic or any other form) that is marked as (or provided under circumstances reasonably indicating it is) confidential or proprietary. ALE Confidential Information may include valuable intellectual property and Customer agrees to hold all ALE Confidential Information in strict confidence and not disclose any ALE Confidential Information to any third party, other than to its employees or agents who need to know such information to perform Customer's obligations or exercise Customer's rights hereunder and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein.

The foregoing restrictions on disclosure shall not apply with respect to any ALE Confidential Information which (i) was or becomes publicly known through no act or omission of Customer; or (ii) Customer is legally compelled to disclose.

#### **9. Termination.**

(a) Either Party may terminate this Agreement by notice if the other Party (i) commits a material breach of this Agreement and such breach, if capable of being cured, is not cured within thirty (30) days of a notice of termination. This Agreement may be terminated immediately upon notice by ALE to Customer if Customer: (A) breaches, does not comply or otherwise violates Sections 3 (Subscription to Rainbow services – Conditions of use), 4 (ALE proprietary rights), 8 (Confidentiality) or 10 (b)(Compliance with law); (B) terminates or suspends its business; (C) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors or becomes subject to direct control of a trustee, receiver or similar authority; or (D) becomes subject to any bankruptcy or insolvency proceedings or orders. In addition to any other appropriate equitable relief (which shall be available without the necessity of proving actual damages) or remedies it may have at law, if ALE has terminated this Agreement pursuant to this Section 9(b), it shall be entitled to revoke the right to use granted.

(b) In case of expiry or termination of this Agreement for whatever reason, it is the Customer's and/or Users' sole responsibility, as the case may be, to take necessary action for retrieving all its(their) data and documents from the Rainbow services (where applicable) prior to the expiry or termination date.

(c) Upon any termination or expiration of this Agreement, all right to use granted hereunder shall terminate and Customer shall promptly (not to exceed ten (10) days) deliver to ALE or destroy all copies of ALE Confidential Information, including without limitation, all extracts of the foregoing and shall furnish to ALE within the same time period an affidavit signed by an officer of Customer certifying that that such delivery or destruction has been fully effected.

(d) The following provisions of this Agreement shall survive the expiration or any termination of this Agreement in accordance with their terms: Sections 1 (General), 2 (Definitions), 4 (Proprietary Rights Personal Data), 6 (Warranty), 7 (Liability), 8 (Confidentiality), 9 (Termination), and 10 (Miscellaneous). Termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to

any other right or remedy of such Party under this Agreement or applicable law.

#### **10. Miscellaneous.**

(a) Applicable Law – Forum. 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.

(b) Compliance with Law. Customer is responsible for ensuring that its use of the Rainbow services and the Documentation is in accordance with laws and regulations that apply to Customer and its business or industry.

Customer undertakes to apply, including through its own corporate policy, standards similar to those set out in sections A through E of the latest applicable Electronics Industry Citizenship Coalition Code of Conduct ("EICC Code of Conduct") with respect to its business including the performance of this Agreement as such relates to labor, environmental health and safety (EH&S), and ethics. Further, Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of the Rainbow services, the Documentation and/or the Customer Devices including the Developed Works and will obtain all required local and extraterritorial authorizations, permits or licenses. Customer acknowledges and agrees that the Rainbow services may not be provided or made available, and Customer shall not permit the Rainbow services to be provided or made available such as to or through 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. Customer warrants that neither it, any of its affiliates, or any User are on any government-issued list of restricted persons or entities including the US Commerce Department Entity List, Denied Persons List or Unverified List, the Treasury Department Specially Designated Nationals and Blocked Persons List, and the State Department Debarred Parties List.

(c) Assignment. Except if expressly permitted herein, Customer may not assign any of its rights, or delegate any of its obligations, under this Agreement, without the prior written consent of ALE. Such prior written consent is not required if assignment is made to any subsidiary company of Customer.

(d) Customer's business partners. Customer takes full responsibility for ensuring that all of its personnel, third party business partners, Users, and all other third parties that access or use the Rainbow services in connection with the right to use granted herein to Customer comply with this Agreement and will be liable for their acts and omissions. Customer shall defend, indemnify and hold ALE, its affiliates, its suppliers and licensors, and their respective officers, directors, employees and agents harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) all matters related to the Customer's use of the Rainbow services in violation with the terms of this Agreement. Without prejudice to the foregoing, ALE reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Customer, Customer hereby agreeing in such case to cooperate with ALE defense of the claim.

(e) Audit. During the term of this Agreement and for two years after its termination or expiry, ALE or its audit-related agents shall, upon ALE's request, have access to any books, documents, records, papers, or other materials of the Company related to this Agreement. The Customer shall accordingly maintain such books, documents, records, papers, or other

materials and ensure they will be available to ALE throughout and up to the expiry of ALE's audit period right.

(f) Notices. All notices shall be given in writing and shall be deemed effective upon the date of receipt of such notice if to ALE at the address first set forth above and if to Customer at its place of business address it specified at the time of its registration (or other new address further specified by Customer through the Rainbow for Developers registration portal), as evidenced by delivery confirmation receipts of commercial courier services or the relevant Postal Service.

Exhibit 1  
**RAINBOW FOR DEVELOPERS**  
**Service Level Agreement**

ALE shall make Rainbow Services available 99.5% of the time, except as provided below.  
**(Total – Downtime – Excluded downtime) / (Total – Excluded downtime) > 99.5%**

**Total:** means the total number of minutes over one month.

**Downtime:** means the total number of minutes over one month when Rainbow for Developers Service are not operational.

**Excluded downtime:** means:

- Planned downtime (such as maintenance, upgrades) for which ALE was provided prior notice through screen notice, notification or newsletter through email to the customer developer;
- Downtime lasting less than 15 minutes;
- Downtime caused by circumstance not under ALE's control as force majeure (includes, but not limited to shortage, labor difficulties, war, floods, riots, act of terror, strikes, embargo, lock-out, civil disturbances or failure to obtain licenses or other required authorizations to operate the Service in a given territories), The customer infrastructure, equipment and/or devices, third party internet access failures, third party carrier issues that are outside ALE's control, denial-of-service attacks and hacking.