

## RAINBOW SERVICE DESCRIPTION

October 20th, 2021

Rainbow is a cloud-based telephony and collaboration service that enables enterprise communications, cross-community interactions and transactions between business users beyond company borders.

The Rainbow Service Description details the user based Rainbow Service Plans ("Service Plan") and the optional Rainbow services ("Optional Services"). For the sake of clarity, Rainbow Essential (a freemium Rainbow service) that is free of charge, to which any user can self-register via [www.openrainbow.com](http://www.openrainbow.com) and for which no subscription is required is governed by Rainbow Essential Terms of Services available on [www.openrainbow.com](http://www.openrainbow.com). Rainbow Essential is excluded from the current Rainbow Service Description.

### 1. Rainbow services

#### 1.1 Catalog

Rainbow catalog includes Services Plans and Optional Services. Services Plans can be upgraded and extended by Optional Services as set forth below. Each Service Plan and Optional Service can be ordered with different quantity and terms and there is no automatic co-termination of Service Plans and Optional Services, it is the Direct Reseller, Distributor or Reseller, responsibility to ensure consistency.

HDS ("Hébergement des Données de Santé") subscriptions are specific for care providers manipulating health data. These subscriptions are only available in France and are subject to additional conditions defined in appendix 1 Specific conditions to Rainbow HDS Services.

<b>Rainbow services</b>	<b>Unit</b>	<b>Term &amp; billing</b>	<b>Description</b>
<b>Service Plans</b>			
Business	Per user	Monthly or prepaid 1/3/5-year	Multi-participant persistent chat, presence, document sharing.
Enterprise	Per user	Monthly or prepaid 1/3/5-year	Business features plus conferencing capabilities.
Enterprise Conference	Per leader	Prepaid 1-year	Enterprise features plus PSTN conferencing
Voice Business	Per user	Monthly or prepaid 1/3/5-year	Business features plus Cloud PBX features
Voice Enterprise	Per user	Monthly or prepaid 1/3/5-year	Enterprise features plus Cloud PBX features
Voice Attendant	Per attendant	Monthly or prepaid 1/3/5-year	Voice Enterprise features plus Attendant feature
HDS Business	Per user	Monthly or prepaid 1/3/5-year	Business features within an HDS environment (France only)
HDS Enterprise	Per user	Monthly or prepaid 1/3/5-year	Enterprise features within an HDS environment (France only)
<b>Optional Services</b>			
Room	Per room	Monthly or prepaid 1/3/5-year	Rainbow room transforms any meeting room into a true video-conferencing room able to join any Rainbow meeting.
Connect	Per user	Monthly or prepaid 1/3/5-year	Connector to integrate Rainbow with 3 <sup>rd</sup> party SaaS application, not compliant with HDS environment
Alert	Per user	Monthly or prepaid 1/3/5-year	Service to deliver emergency notification and acknowledgment

Conference – pay as you go	Per user	Monthly postpaid on usage	PSTN conferencing available on top of Essential/Business/Enterprise, not compliant with HDS environment
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The availability of the Rainbow services listed in the table above depends on your distribution agreement and on the availability of the service in your country, please refer to the Price List published in your Rainbow Administration Space for availability per country. A detailed description of features and functionalities is available in the Rainbow [Features List](#) published on [support.openrainbow.com](http://support.openrainbow.com). Software requirements to install the Rainbow applications are detailed in the Features List and Network Requirements to run Rainbow services in a customer environment are detailed in [Network Requirements](#) published on [support.openrainbow.com](http://support.openrainbow.com).

ALE may enhance and/or change the features of the Rainbow Services at its discretion as long as ALE does not materially reduce the core functionality of the Rainbow Service subscribed. ALE may offer additional services with a new set of features and/or functionalities in addition to the services listed above, at a specific Subscription Fee according to the Price List.

### 1.2 Pricing model

The pricing model for Rainbow Services except Conference is a **per-user model or a per-room model for Rainbow Room**.

The pricing model for Rainbow Conference Service is a **per-usage model**. Calls from Conference participants are charged per duration, country and call type (dial-in or dial-out) as described in the Price List. The calls are billed for the first 30 seconds and then in 6 second increments, rounded to the nearest cent.

Purchase order for Rainbow Subscriptions:

- For Distributors: Distributor selects, how many User access rights are requested for a given Indirect Reseller or End-Customer. These access rights are made available to the Indirect Reseller or the End-Customer through their Administration Space, who then allocates these access rights to the End-Customer and or its Users.
- For Direct Resellers: Direct Reseller selects, how many User access rights are requested for a given End-Customer. These access rights are made available to the End-Customer through their Administration Space, who then allocates these access rights to its Users.

Subscription Fees apply for the quantity of access rights ordered, independently of whether or not, the Users have exercised their privilege to access the Rainbow Service.

### 1.3 Specific conditions to Monthly Rainbow Subscriptions

#### Subscription term

Term for the Monthly Subscriptions is **1 (one) calendar month with an automatic Renewal Term for the same duration**. Direct Reseller or Distributor may terminate a Subscription at any point in time, via the Rainbow Administration Space, being understood that the Subscription Fees shall be paid up to the end of the Billing Period.

#### Billing Period

The Billing Period for the Monthly Subscriptions is **1 (one) calendar month**.

#### Invoicing

- For all Rainbow Services except Conference: on the first day of each Billing Period, at 00:00am, Central European Time zone, ALE calculates the quantity of valid access rights ordered under a given Subscription. The corresponding invoice is issued for the Billing Period to come. The first

Billing Period (i.e. the Billing Period over which a new access right is ordered), is not subject to a Subscription Fee. Subscription Fees will apply for that access right starting the following Billing Period.

- For Rainbow conference: at the beginning of each Billing Period, ALE evaluates the Service Usage for the previous Billing Period. The corresponding invoice is issued accordingly.

#### Rainbow Service Flexibility

For Distributors: Distributor may subscribe several monthly Rainbow Subscriptions to ALE for the same Indirect Reseller. Indirect Reseller or End-Customer may increase or reduce the quantity of monthly Rainbow services or may choose to grant additional access rights or remove access rights of Rainbow Conference to Users through their Administration Space, under any Subscription at any time. This will be considered as an automatic adjustment to the Subscription and subscription and usage will be invoiced accordingly. If permitted by Distributor, Indirect Reseller may do the same through its Administration Space.

For Direct Resellers: Direct Reseller may subscribe several monthly Rainbow Subscriptions to ALE for the same End-Customer. End-Customer may increase or reduce the quantity of monthly Rainbow services or may choose to grant additional access rights or remove access rights of Rainbow Conference to Users through its Administration Space, under any Subscription at any time. This will be considered as an automatic adjustment to the Subscription and subscription and usage will be invoiced accordingly.

#### 1.4 Specific conditions to Prepaid Rainbow Subscriptions

##### Subscription Term

All Pre-Paid Subscription below Term is **1 (one) year or 3 (three) years or 5 (five) years** added to the remaining period of the current calendar month at the time of the Subscription, **with an automatic Renewal Term** (unless otherwise specified in the Administration Space) **for a period of 1 (one) year or for a period identical to the initial term.**

Rainbow Enterprise Conference Prepaid Subscription Term is **1 (one) year** added to the remaining period of the current calendar month at the time of the Subscription, **with an automatic Renewal Term** (unless otherwise specified in the Administration Space) **for a period of 1 (one) year.**

	Subscription Term	Any Renewal Term
Rainbow Business & Enterprise & Enterprise Conference, Voice Business & Voice Enterprise & Voice Attendant, HDS Business & HDS Enterprise, Room, Connect, Alert Prepaid 1-year	1 year	1 year
Rainbow Business & Enterprise & Enterprise Conference, Voice Business & Voice Enterprise Enterprise & Voice Attendant, HDS Business & HDS Enterprise, Room, Connect, Alert Prepaid 3-years	3 years	1 year or 3 years
Rainbow Business & Enterprise & Enterprise Conference, Voice Business & Voice Enterprise Enterprise & Voice Attendant, HDS Business & HDS Enterprise, Room, Connect, Alert Prepaid 5-years	5 years	1 year or 5 years

#### Termination before end of the Subscription Term or Renewal Term

Direct Reseller or Distributor may terminate a Subscription at any point in time, via its Administration Spaces, being understood that the Subscription Fees already paid for are not refundable.

In the event the termination of a Subscription is constraint by any legal authorities, ALE will reimburse to Distributor or Direct Reseller (in credit note) the Subscription Fees prorata temporis the remaining full months until the end of the Subscription Term or Renewal Term.

Early termination for Connect (Rainbow connector to third party SaaS application): ALE is entitled to terminate and or modify such Connect Subscription at any time. In this case, ALE will reimburse to Distributor or Direct Reseller (in credit note) the Subscription Fees prorata temporis the remaining full months until the end of the Subscription Term or Renewal Term.

#### Billing Period

The Billing Period for Prepaid Rainbow Services is the duration of the Subscription Term or the duration of the Renewal Term.

#### Invoicing

Subscription Fees are calculated based on the quantity of User access rights ordered for each Prepaid Rainbow services. The invoice is issued up front at the beginning of the calendar month following the Subscription. Subscription Fees are not refundable.

At the end of the Subscription Term (or of any Renewal Term), the automatic Renewal Term applies and generates payment accordingly. Indirect Reseller or End-Customer may choose to refuse the renewal of a Subscription by indicating such refusal in their respective Administration Space, prior to the renewal date.

#### Rainbow Enterprise Conference Fair Use

ALE reserves the right to review the usage of the Rainbow Enterprise Conference Service to determine if such usage exceeds the Monthly Fair Use Limit or violates the Agreement. ALE may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If ALE determines such abnormal usage, or if Distributors are engaging in use that otherwise violates the Agreement, ALE may, in its sole discretion, charge applicable rates, or suspend or terminate the Rainbow Enterprise Conference Service with or without notice. The user access rights are based on Individual Named User accounts. Sharing of named user accounts is not permitted.

#### Rainbow Service Flexibility

Distributor or Direct Reseller may increase the quantity of User Accounts through their Administration Spaces under any Prepaid Subscription at any time. The new access right will be granted for the remaining period until the end of the Subscription Term or Renewal Term. If permitted by Distributor, Indirect Reseller may do the same through the Indirect Reseller Administration Space.

This will be considered as an automatic adjustment to the Subscription and will be invoiced accordingly.

The corresponding Subscription Fees are calculated based on the quantity of access rights newly ordered prorata the number of full months until the end of the Subscription Term or Renewal Term.

The invoice for the additional access rights is issued up front at the beginning of the calendar month following such increase.

In case of decrease of User Accounts, associated Subscription Fees are not refundable.

#### 1.5 Compliance

Direct Reseller or Distributor hereby acknowledges and agrees that it shall comply with applicable laws and regulation in the country where it resells Rainbow Service. Distributor shall cause its Indirect Reseller to comply with applicable laws and regulation in the country where it resells Rainbow Service.

For HDS services, please refer to appendix 1.

## **2. Rainbow Support Services**

### Obligations of Direct Reseller or Distributor

#### Minimum site requirements

Direct Reseller or Distributor shall be required to ensure directly or through Indirect Resellers that End Customer sites meet certain Minimum Requirements with respect to site preparation and conditions, including without limitation, network configuration, cabling, bandwidth, local area network, and a VoIP ready local Area Network. More specifically, Direct Reseller or Distributor shall be required to ensure directly or through Indirect Resellers that End-Customer sites meet all Network Requirements detailed in [Network-Requirements](#) published on support.openrainbow.com.

Internet access must meet the Minimum Requirements set out by ALE in this same document available on the Portal. However, Direct Reseller or Distributor acknowledges that the quality of the Internet connectivity may affect the performance of Rainbow and shall ensure its End-Customers are informed directly or through Indirect Resellers.

#### PSTN Service Provider

Direct Reseller or Distributor, either directly or through Indirect Resellers, is solely responsible for choosing the PSTN Service Provider for a given customer amongst those certified with Rainbow. The PSTN Service Provider will be the telephony operator for the customer responsible for providing phone numbers and routing inbound and outbound phone calls via the public telephone network. The provisioning of the PSTN service and the allocation of phone numbers to users is under the sole responsibility of Direct Reseller or Distributor, either directly or through Indirect Resellers.

#### Assistance to deployment obligation

Direct Reseller or Distributor, either directly or through Indirect Resellers, is solely responsible for collecting accurate End-Customer Data. This includes collecting accurate calling location data required for processing Emergency Services calls. Direct Reseller or Distributor, either directly or through Indirect Resellers, is responsible for deploying the sets on the End-Customer network.

#### Security requirements

ALE provides on the Portal security requirements to deploy the end to end Rainbow Service.

Direct Reseller or Distributor must apply these requirements, directly or through Indirect Resellers, to insure the security of the end to end solution.

Direct Reseller or Distributor, directly or through Indirect Resellers, is solely responsible for insuring the right level of security to the End-Customer. ALE cannot be held responsible for quality of service, denial of service, attack and system intrusion. Distributor shall hold harmless ALE from any claim from any third Party (including End-Customer).

#### User Training

Direct Reseller or Distributor, either directly or through Indirect Resellers, is responsible for Users' training.

#### Change Management

Direct Reseller or Distributor, either directly or through Indirect Resellers, is responsible for managing all move, add, change requests of Rainbow Services.

#### Level 1 Support obligation

For any Subscription, Direct Reseller or Distributor shall do the following:

- Provide directly or through Distributor's Indirect Reseller level 1 Support to End-Customer and Users;
- Maintain its own service organization for providing directly or through Distributor's Resellers the Level 1 Support to End-Customers and Users.

For that purpose, the Direct Reseller or Distributor has access to ALE Rainbow Support Desk.

Level 1 Support with regard to any Subscription includes the following to the exclusion of any other support services, being understood that Rainbow is being provided and operated by ALE:

- Providing End-Customers with after-sales information (e.g. required operating system release and service pack, required navigator and navigator release, firewall and proxy required configuration, logs...);
- Performing base problem determination and diagnosis (e.g. End-Customer network availability or configuration, End-Customer and/or User settings, check firewall and proxy configuration, check device configuration; ...);
- Providing End-Customers with assistance, fixes and workarounds for known issues, under ALE's instructions (e.g. assist End-Customer with its applications and browser settings, provide known workaround to End-Customer and/or Users, client application troubleshooting, device readiness troubleshooting, ...).

ALE reserves the right to directly provide such Level 1 Support Services for Rainbow to any End-Customer (i) if such End-Customer specifically requests ALE to provide such Support Services, (ii) if the Business Partner or Distributor fails to provide correctly Level 1 Support Services after the receipt of a five (5) Business Days prior written notice from ALE. In the event, Support Service is provided by ALE due to Business Partner or Distributor failure under (ii) above, ALE shall invoice Business Partner or Distributor for the Support Service associated with the provision of such support by ALE upon specific quotation.

Specific obligations related to the support of HDS Services are listed in Appendix 1

#### Problem Resolution.

If, support above level 1 is required, Direct Reseller or Distributor will have to escalate the issue to ALE Rainbow Support Desk, via the Customer Service of the Business Portal.

Only those individuals identified by ALE as a Rainbow Administrator (having been granted access right to Administration Space) are eligible to contact Rainbow Support Desk.

Rainbow Support Desk is open **24h / 7 days a week in English, and Monday to Friday, 8am – 6pm (CET time zone) during French business days in English, French, Spanish, German and Italian.**

Direct Reseller or Distributor will use problem severity definition, consistent with those of ALE set forth below. Once the case is reported, Direct Reseller or Distributor and ALE will work in good faith to develop and execute a plan that will provide a timely and satisfactory resolution.

To enable ALE to carry out Support Services, Direct Reseller or Distributor through its Reseller shall ensure that the End-Customer allows ALE to contact the Users and/or the relevant End-Customer expert and access remotely Users' devices during Business Hours.

Direct Reseller or Distributor shall provide an accurate description of the problem and its severity level, stating the circumstances that lead to such severity. The actual severity level may be re-determined by the Parties during the problem resolution process, but ALE will have the final authority as to the actual problem severity level.

ALE shall not be liable for any failure to comply with its obligations under the Support Services that is caused by or is attributable to any failure by Direct Reseller, Distributor, Indirect Reseller or End-Customer to comply with the provisions above.

Severity Levels and applicable SLA for Support Services provided to Direct Reseller or Distributor by ALE.

ALE shall respond to Rainbow problems depending on the severity of the problem according to the following chart:

Severity	Processed	Target Initial Response Time	Target Time to Restore	Target Time to Resolve
Critical	24/7 for S1 cases. Business Hours for S2 to S4 cases.  Contact by Phone, Email, or through Enterprise Business Portal Support Desk opening hour for S3 and S4 cases.  Contact only by Phone for S1 and S2 cases.	ALE will use reasonable effort to respond within - 20 minutes	ALE will use reasonable effort to restore the service within 3 hours	ALE will use reasonable effort to solve the issue within 2 weeks
High		ALE will use reasonable effort to respond within - 20 minutes	ALE will use reasonable effort to restore within 1 day	ALE will use reasonable effort to solve the issue within 4 weeks
Normal		ALE will use reasonable effort to respond within 20 minutes	ALE will use reasonable effort to restore within 3 days	ALE will use reasonable effort to solve the issue within 6 weeks
Low		ALE will use reasonable effort to respond within 20 minutes	ALE will use reasonable effort to restore within 1 week	ALE will use reasonable effort to solve the issue within 8 weeks

The above targeted times, Response Time, Restore Time and Time to Resolve, only apply to incidents originated from the Rainbow infrastructure to the exclusion of any incident resulting from the interaction of the Rainbow infrastructure with a customer PBX.

Target Initial Response Time means the delay upon receipt of an incident reported by Direct Reseller or Distributor and ALE taking into account the incident and providing notification to the Direct Reseller or Distributor.

Target Time to Restore means the delay upon receipt of a complete problem description including the business impact, urgency level and the log/configuration files, to re-activate the service.

Target Time to Resolve means the delay upon receipt of a complete problem description including the business impact, urgency level and the log/configuration files, to solve the issue or provide a workaround.

In the event ALE requests any software dumps, tapes, logs or any other documentation from the Direct Reseller or Distributor to resolve a reported problem, such documentation shall be forwarded through

electronic means (email or ftp) or by overnight courier at Direct Reseller or Distributor's expense, if electronic means are not available.

#### Definition of severity levels for Support Services

The severity level (Critical, High, Normal, Low, Product Request) is determined by the following matrix based on a scale of impact and a scale of urgency.

<b>Urgency Impact</b>	<b>Very urgent</b>	<b>Urgent</b>	<b>Normal</b>
Large	Critical	High	Normal
Moderate	High	Normal	Low
Small	Normal	Low	Low

#### Definitions of impact level and urgency level

<b>Impact</b>		<b>Urgency</b>	
<b>Level</b>	<b>Definition</b>	<b>Level</b>	<b>Definition</b>
<b>Large</b>	An enabling service is not operating correctly, and no backup/alternate means exist for the End-Customer.	<b>Very Urgent</b>	Urgency is elevated to Very Urgent when incident is critically affecting End-Customer's processes and becomes a showstopper, or when the incident is affecting a group of Users or a full department of the End-Customer. (e.g. multiple users unable to place/receive calls for a long period of time)
<b>Moderate</b>	<ul style="list-style-type: none"> <li>An enabling service is not operating correctly, but backup/alternate means exist for the End-Customer.</li> <li>An enhancing service is not operating correctly, and no backup/alternate exists for the End-Customer.</li> <li>The incident is identified as confirmed fraud.</li> </ul>	<b>Urgent</b>	Normal urgency is elevated to Urgent when the incident is affecting End-Customer's processes, or when the incident is affecting more than one User.



<b>Small</b>	<ul style="list-style-type: none"> <li>• An enhancing service is not operating correctly, but backup means do exist for the End-Customer.</li> <li>• The End-Customer is unable to access Rainbow due to circumstances under the affected End-Customer's control (applies to End-Customer who have reliance upon systems or networks they control or Rainbow has no responsibility to support).</li> <li>• End-Customer identified, or was advised of, the issue before the impact to the service occurred.</li> <li>• Rainbow is fully functional, but at-risk due to loss of redundancy or capacity in its supporting architecture.</li> <li>• The incident is identified as suspected fraud.</li> </ul>	<b>Normal</b>	Normal incident response posture.
<b>No</b>	<ul style="list-style-type: none"> <li>• There is no impact to a core, enabling or enhancing service AND the End-Customer has a question about a product or about their account</li> </ul>		

ALE will use reasonable efforts to provide feedback depending on the above-mentioned problem severity. ALE will provide periodic status and action plans to the Direct Reseller or Distributor. ALE shall not be required to provide Support Services relating to any problem arising out of:

- Changes to the operating system or environment (such as but not limited to proxy and firewall), which adversely affect Rainbow;
- Operation of Rainbow outside of environmental specifications;
- Non-compliance with Rainbow white list and network requirements as available on [www.openrainbow.com](http://www.openrainbow.com);
- Interconnection of Rainbow with software products not supported by ALE;
- Alteration or addition to Rainbow performed by people other than ALE's employees or inconsistent with ALE's instruction;
- Use of Rainbow in a manner for which it was not designed.

#### Pricing Model for Rainbow Support Services

The Support Services delivered by ALE to Direct Reseller or Distributor for the purpose of providing assistance above level 1 to End-Customer directly or through Distributor's Indirect Resellers are included in the Fees.

In case of termination of the Subscription such Support Services and right to access such Support Services will end simultaneously with such Subscription.

### **3. Rainbow Service Level Agreement (SLA)**

ALE will use all commercially reasonable efforts to make the monthly compounded regional SLI (Service Level Indicator) available for each region including all Rainbow services with a monthly uptime percentage of at least 99.9%.

Percentage of monthly uptime is availability is calculated as follow:

$(\text{Total} - \text{Downtime} - \text{Excluded downtime}) / (\text{Total} - \text{Excluded downtime}) > 99.9\%$

- Total means the total number of minutes over one month.
- Downtime means the total number of minutes over one month when Rainbow Service are not operational.
- Excluded downtime means:
  - Planned downtime (such as maintenance, upgrades) for which Service Supplier was provided prior notice through screen notice, notification or email;
  - 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), Your infrastructure, Your equipment and devices, third party internet access failures, third party carrier issues that are outside ALE's control, denial-of-service attacks and hacking.

Reference for detailed SLI calculation is the "Rainbow - Service Level Indicators and Objectives" document available on the Rainbow helpcenter.

### 3.1 Scope of ALE services

As a reminder, the access to the PSTN network is not part of the services provided by ALE, i.e. the routing of outgoing phone calls through the public network to their destinations as well as the routing of incoming public phone calls to the Rainbow platform. It is the responsibility of our carrier partners to interface their operator's services to the Rainbow platform. Rainbow supports three ways of interconnecting SIP Trunks of our partners:

1. A connection over internet (OTT Over-The-Top) which requires a secure trunk (SIP-TLS/SRTP),
2. A dedicated fiber cross-connection: ALE offers a service based on OVH Cloud Connect Dedicated enabling a fiber connection from Equinix to OVH. It is the partner responsibility to bring their services to Equinix, ALE is then managing the OVH portion of the connection.
3. A remote Edge / ICN (In Country Node) enabling a local connection to SIP Service Providers.

#### Limitation of ALE liability with respect to interconnection of SIP trunks:

1. Over Internet:

There is no quality of service and no SLA associated with this type of interconnection. ALE will not be responsible or liable in case of internet access failure. It is understood that the above SLA does not cover the availability of the Internet access.

2. Via a fiber cross-connection based on OVH Cloud Connect Dedicated:

Cross-connection is provided with no SLA. It is the partner responsibility to put in place the appropriate measures to mitigate any possible failure of this link, e.g. back-up plan over Internet or over a redundant fiber connection. ALE will not be responsible or liable in case of failure of such interconnection. It is understood that the above SLA does not cover the availability of this interconnection.

3. Via local Edge Components hosted in partner data center:

Edge components hosted in partner data center enable to connect local SIP Service Providers to the Rainbow platform. All PSTN incoming/outgoing calls will go through the local Edge components deployed in data center under the partner sole liability. ALE will be remotely managing these components, ALE will not be responsible or liable in case of unavailability of these components due to issues in the partner data center (e.g. failure of a server, electric power outage, network outage etc.). It is understood that ALE SLA does not cover the hosting of Edge components under the sole control of the partner

### 3.2 SLA conditions for Rainbow services except Rainbow Conference

Should ALE fail to meet the SLA during three (3) consecutive months, (i) Business Partner or Indirect Reseller may immediately terminate the affected User Accounts. Indirect Reseller shall notify Distributor of such termination, and (ii) Business Partner or Distributor may claim for a compensation equal to:

- 50% of the Subscription Fees of the affected User Accounts charged by ALE for the last Month, if during the 3 Months period the compounded regional SLI was less than 99.9%
- 100% of the Subscription Fees of the affected User Accounts charged by ALE for the last Month, if during the 3 Months period the compounded regional SLI was less than 99.5%

Paragraphs (i) and (ii) above shall be the sole remedy available to Business Partner or Distributor for the SLA breach.

#### Minimum Eligibility

Customer is entitled to the benefits of this compensation only if Customer maintains a minimum of fifty (50) Rainbow Business or Enterprise subscriptions and the Initial Term of the Agreement is at least twelve (12) months.

This compensation will be provided in the form of a credit note to Business Partner or Distributor upon ALE's acceptance of the claim.

To claim for compensation, Business Partner or Distributor shall submit a request through the Customer Service of the Business Portal providing the following information:

- Indirect Reseller's name and CRD ID if any
- End-Customer's name and list of User Accounts affected by the downtime
- Downtime period, claim explanation including relevant calculation

Claims must be submitted within 10 days after the end of the three (3) consecutive months affected by the downtime. All claims will be verified against ALE's records. Should ALE dispute any period of Service unavailability, ALE will provide Business Partner or Distributor with record of the Rainbow Service. This report will be acknowledged as sufficient and satisfactory legal evidence to show such service availability for Rainbow services during the affected months and throughout the Subscription Term. ALE will provide such record only in response to claims made by Business Partner or Distributor in good faith.

ALE has no obligation to comply with the above when Business Partner or Distributor is in breach of its obligations under the Rainbow Service Addendum or the Agreement, including without limitation if Business Partner or Distributor has failed to meet its payment obligations to ALE.

### 3.3 SLA conditions for Rainbow Conference

Should ALE fail to meet the SLA during three (3) consecutive months, Business Partner or Indirect Reseller may immediately remove the affected access rights to Rainbow Conference Service. This does not release Business Partner or Distributor from its obligation to pay all Rainbow Conference Subscription Fees due. This removal is the sole remedy available to Business Partner or Distributor for the SLA breach.

### 3.4 Rainbow Edge

The SLA are not applicable in case of Rainbow Edge Project where Data Center is provided by the partner or the end customer and is under their own responsibility.

## **Appendix 1:** Specific conditions applicable to Rainbow HDS Services

### 1. General obligations respect to Rainbow HDS Services

ALE offers a specific Rainbow Service for healthcare named Rainbow Service HDS ("Hébergement des Données de Santé", "Rainbow HDS Service"). This HDS Service is available only for End-Customers (care provider) located in France and manipulating health data, as defined in the Conditions Générales et Conditions Particulières d'Utilisation of Rainbow Service HDS set forth in Exhibit 1 and 2 hereinafter.

Direct Reseller or Distributor through its reseller shall cascade the Conditions Générales et Conditions Particulières to the End-Customer and shall abide to these Conditions.

This Rainbow HDS Service is mandatory for End-Customers when health data are hosted and managed by ALE in the Rainbow Cloud certified HDS environment. The Rainbow HDS Service is automatically hosted in a dedicated HDS environment, in the OVH healthcare data center in France that is HDS certified. The Rainbow HDS Service includes specific Service Plans which are tagged with the name HDS such as HDS Business, HDS Enterprise.

### 2. Subscription process of the HDS Service Plans.

The HDS Service Plans are HDS Business and HDS Enterprise. In addition to these paid Service Plans, ALE offers a free Essential Service Plan which can be deployed within an HDS environment. It is understood between the Parties that this Essential Service Plan will be reserved for patients only and should not be subscribed for any staff of the End-Customer (care provider), except otherwise agreed between the Parties.

There is no conference Service Plan in the HDS environment.

It is the sole liability of the Direct Reseller or Distributor through its reseller to create the End-Customer account in the appropriate Rainbow environment (Rainbow HDS) when health data are stored or manipulated by the End-Customer. Rainbow HDS Service Plans are subscribed using the Direct Reseller Administration Space, as usual, but in the Rainbow HDS environment.

### 3. Termination of HDS subscriptions

Direct Reseller or Distributor may terminate all HDS Subscriptions for an End-Customer within the HDS environment at any point in time, being understood that the Subscription and HDS Fees already paid for are not refundable. To terminate these Subscriptions, Direct Reseller or Distributor shall use the Direct Reseller Administration Space.

In case of Termination for whatever reason, section 8 Reversibility rules of the Conditions Particulières shall apply, respect to the restitution of all data to the End-Customer within 30 (thirty) calendar days following the end of the Subscription.

The Direct Reseller or Distributor shall request to ALE the reversibility for such End-Customer by opening a ticket at ALE Rainbow support on Business Portal in Customer Service. Direct Reseller shall mention "reversibility HDS" in the subject of the request.

Data shall be transmitted by ALE through the Direct Reseller or through the Distributor and its reseller to the End-Customer and the encryption key shall be address by ALE to the End-Customer, being understood that only the End-customer shall be able to read the data.

For Prepaid HDS Service Plans, in the event the termination of a Subscription is constraint by any legal authorities or by the loss of HDS certification by ALE, ALE will reimburse to Direct Reseller or Distributor (in credit note) the Subscription Fees prorata temporis the remaining full months until the end of the Subscription Term or Renewal Term.

### 4. Compliance

Direct Reseller or Distributor hereby acknowledges and agrees that it shall comply with applicable laws and regulation in France when reselling Rainbow HDS Service, specifically Sections L.1110-4, L.1111-7, L.1111-14 à L.1111-24 of the French Code de la Santé Publique, the PGSSI-S principles (Politique Générale de Sécurité des Systèmes d'Information de Santé), and the rules described in the Conditions Générales and Conditions Particulières d'utilisation in Exhibit 1 and 2.

#### 5. Support obligations

For any HDS Subscription, Direct Reseller or Distributor shall do the following:

- For all tickets open to ALE Customer Care, Direct Reseller or Distributor shall mention "HDS" in the subject of the request.
- ALE is HDS certified, as per the HDS certification referential of the Agence du Numérique en Santé (former ASIP), French authority for health. In case of loss of certification, ALE will inform the Direct Reseller or Distributor immediately, and it is the duty of the Direct Reseller or the Distributor through its reseller to inform immediately its End-Customers. The applicable procedure in case of loss of certification is described in section 7 of the *Conditions Particulières d'Utilisation*.
- Direct Reseller or Distributor shall ensure that he has the list of the Point of Contacts as defined in Section 3.2.8 of the *Conditions Particulières* and fully comply with the aforesaid section, in order to coordinate all parties (ALE, the Direct Reseller or the Distributor and its reseller, and the End-Customer) to provide the Rainbow HDS Service.
- Comply with the Reversibility procedure described in Section 8 of the *Conditions Particulières*.
- Shall answer to data subject request for health data access rights, as provided in Section 3.2.2 of the *Conditions Particulières*, Direct Reseller or Distributor shall be responsible to cascade the request immediately to the ALE Rainbow Support Desk on Business Portal in Customer Service. Direct Reseller shall mention "access right HDS" in the subject of the request, in order to comply to the specific legal timeframes stated in Section L. 1111-7 of the French Code de la Santé Publique. ALE cannot be held responsible if such legal delays are not respected.

Exhibit 1 : Conditions Générales d'Utilisation

Exhibit 2 : Conditions Particulières d'Utilisation