

General terms and conditions for the use of ALLOcloud services

1. Definitions

ALLOcloud services: services hosted in the Cloud offered by OpenS, a company under Belgian law (Company no. BE0821.802.905) whose registered office is at Avenue Léon Champagne 3, B1480 Saintes, Belgium. As part of its activities, OpenS is also known under the commercial name of ALLOcloud.

Partner: an intermediary organization offering/installing/supporting ALLOcloud services on the Final Customer's premises (under the name ALLOcloud or under its own name).

Final Customer: an organization that uses ALLOcloud services on its own account.

By placing an order with ALLOcloud, the Final Customer or Partner is accepting the contents of this document in their entirety.

2. Infrastructure

ALLOcloud services are OTT (Over The Top) services that try to allow Final Customers considerable freedom by not obliging them to alter their network and Internet infrastructure.

This network and Internet infrastructure is outside ALLOcloud's perimeter. Compliance is the Final Customer's responsibility and must be adapted by the Final Customer as his needs change.

3. Installation

Installation work must be carried out by a person who has followed an ALLOcloud training course. Apart from this work, any intervention by ALLOcloud or a Partner will be invoiced on a cost-plus basis.

4. Illegal Use

The Final Customer agrees not to use the ALLOcloud services illegally. The Final Customer agrees not to use a caller ID that does not belong to him to pose as another caller (CLID spoofing).

5. Security

The security of a service in the Cloud is very important and is shared between ALLOcloud, its Partners and its Final Customers. The Partner and the Final Customer are responsible for password management. The Final Customer and the Partner must ensure that the equipment supplied by ALLOcloud is behind a firewall-type protection. A non-exhaustive list of security recommendations is available on <http://doc.allocloud.com>

6. Modifications

If the Final Customer or another service provider carry out modifications to the Final Customer's infrastructure or to the ALLOcloud configuration and this requires corrective work by ALLOcloud or the Partner, this work may be invoiced to the Final Customer. Work requested from ALLOcloud that is outside its area of responsibility may be invoiced.

7. Support

Support is offered to Partners and Final Customers under contract with ALLOcloud. All requests require the Partners and Final Customers to open a ticket on the ALLOcloud extranet. This ticket may also be backed up by a telephone call or email but only the ticket will be considered as proof.

Standard support opening hours are:
Monday-Thursday: 8.30 am – 6.00 pm

Friday: 8.30 am – 4.00 pm

Outside these standard hours, support may only be contacted by direct Final Customers or Partners for critical problems (no incoming or outgoing calls, very poor call quality).

8. Guarantee

ALLOcloud undertakes to ensure that its services run smoothly as long as they are used in accordance with its instructions (infrastructure, bandwidth, etc.) and with the terminals supplied or approved by ALLOcloud. The products supplied by ALLOcloud are guaranteed for one year. Any defective products should be returned by the Partner or Final Customer and repaired or replaced by ALLOcloud. ALLOcloud will cover all carriage charges for goods delivered to the Partner or Final Customer. Outside the guarantee period, the Partner or Final Customer must cover all such charges.

ALLOcloud pays the fullest possible attention to its infrastructure to ensure the maximum availability of its services (redundant architecture, monitoring of infrastructures, supervision, etc.).

ALLOcloud has an obligation of due care but not of performance and no compensation will be granted in the event of the deterioration or non-availability of its services.

Terms and conditions specific to the Telavox UCaaS service

1. Definitions

Telavox UCaaS: Unified Communications services hosted in the Cloud

2. Alarm/lift lines

In accordance with the legislation, the lines used for alarm systems and emergency calls, e.g. lift emergency, must be left outside the Telavox services.

3. Fax

Fax technology has never been 100% reliable (hence the generation of a transmission report). The move to IP adds further conversions that may disrupt fax transmission. ALLOcloud recommends that major fax users (large number of faxes, critical nature, long faxes) keep an analog line for the fax machine. ALLOcloud cannot be held liable for poor fax processing.

4. Configuration and invoicing

Invoicing is based on the items configured on the platform (licenses, features, consumption etc.). In particular, the configuration and invoicing of the items below are governed by the following rules:

- a. **User licenses:** they are added/removed/managed by the Partner or by the End-Customer and invoicing will be made according to what is activated on the platform
- b. **Features:** they are added/removed/managed by the Partner or by the End-Customer and invoicing will be made according to what is activated on the platform. Note that “shared extensions” are to be used for a terminal being shared by multiple individuals (phone in a meeting room, emergency phone in a corridor, phone in a stock or in a cafeteria etc.).
If in doubt, the Partner or Final Customer agrees to contact ALLOcloud or his Partner for a clarification. Should this be abused, ALLOcloud reserves the right to add user licenses and invoice them retroactively to the commencement of the contract.
- c. **Add-ons:** they are added/removed/managed by the Partner or by the End-Customer and invoicing will be made according to what is activated on the platform

5. Installation

During installation on the site, the wiring must be clean and documented.

6. Copyright for sound files

The ALLOcloud service allows the Final Customer or Partner to load his own sound files. ALLOcloud is in no way liable for compliance with copyright.

7. Calls to emergency numbers

The Final Customer and Partner are responsible for indicating on the ALLOcloud portal the postal address for each of the blocks of telephone numbers sent to ALLOcloud and any subsequent changes. The Final Customer and the Partner agree to configure the ALLOcloud platform so that calls sent out to the emergency services show a Caller ID for which the postal address matches the caller’s actual address. If it does not receive the



correct information, ALLOcloud cannot in any circumstances be held liable for sending the emergency services to the wrong address, or for any direct and/or indirect damage relating thereto. Correct location by the emergency services cannot be guaranteed for roaming users using mobile terminals (PC, tablet, smartphone...) or using the hot-desking function (possibility of logging on to any telephone).

Terms and conditions specific to the ALLOcloud Business Telephony service

8. Definitions

ALLOcloud Business Telephony: telephony services hosted in the Cloud

9. Alarm/lift lines

In accordance with the legislation, the lines used for alarm systems and emergency calls, e.g. lift emergency, must be left outside the ALLOcloud services.

10. Fax

Fax technology has never been 100% reliable (hence the generation of a transmission report). The move to IP adds further conversions that may disrupt fax transmission. ALLOcloud recommends that major fax users (large number of faxes, critical nature, long faxes) keep an analog line for the fax machine. ALLOcloud cannot be held liable for poor fax processing.

11. Configuration and invoicing

Invoicing is based on the initial order form and on the items of information configured on the platform (users, numbers etc.). In particular, the configuration and invoicing of the items below are governed by the following rules:

- d. Users:** To allow for considerable configuration flexibility, user creation is not technically imposed when the service is configured. However, the Partner and Final Customer agree to abide by the user creation rules as follows:

The following must be declared as a user

As a general rule: Any individual who uses the telephony service. A few examples:

- Michel Desmet, manager, who has an office telephone (desk phone) and a softphone on his smartphone and PC (=1 user: Michel Desmet)
- Wim Dubois, administrative employee, who has a desk phone (=1 user: Wim Dubois)
- Jean Devos, sales rep., who has a softphone on his smartphone (=1 user: Jean Devos)
- Karl Legrand, roaming consultant, who uses the telephony service only via shared telephones and the hot-desking mechanism (=1 user: Karl Legrand)

No need to create a user (may be created as a device not linked to a user)

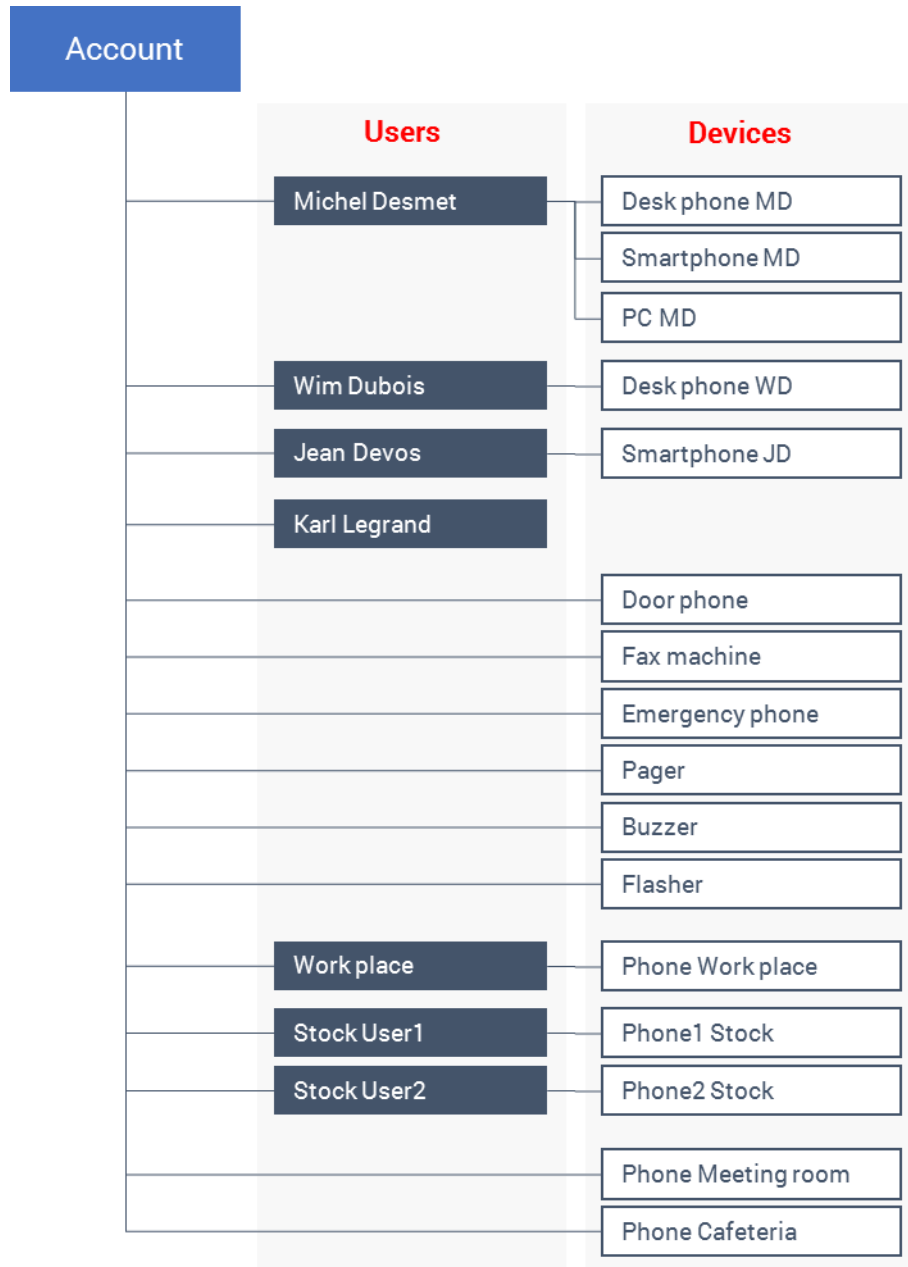
- A door phone
- A physical fax machine
- A telephone for emergency calls
- A pager (loudspeaker used to relay messages sent from a telephone)
- A buzzer (an item of equipment that rings very loudly when a call is received)
- A flasher (an item of equipment that flashes when a call is received)

Communal areas

There are special cases for communal areas in which one or more telephones are shared:

- Premises used by individuals who are not already users: workshop, staff room, sales counter, kitchen, stock, laboratory, etc.
 - Premises of this type with 1 telephone = 1 user (user: workshop)

- Premises of this type with N telephones = N users (user: stock 1, user: stock 2 etc.)
- Premises used by individuals who are already users elsewhere: meeting room, cafeteria etc. = 0 user



Users without services

There is also an option for certain user profiles that allows them to be created but not to be included in the invoice:

- Administrator User with “No service” option ticked. This user is useful for remote maintenance. He can carry out all the tasks of an Administrator but has no access to a telephony service. He cannot have a device and does not add any channels to call capacity.

- Supervisor User with “No service” option ticked. This user is useful for remote reporting. He can carry out all the tasks of a Supervisor but has no access to a telephony service. He cannot have a device and does not add any channels to call capacity.

If in doubt, the Partner or Final Customer agrees to contact ALLOcloud or his Partner for a clarification.

In the event of a fraudulent declaration (fewer users than the actual number), ALLOcloud reserves the right to invoice the amount per user based on the initial order form or the number of terminals (devices), retroactively to the commencement of the contract.

In the event of an increase in the services (e.g. an increase in the number of users), the count is applied to the invoice without prior notification. The number of users may be reduced by a maximum of 10% per quarter.

The simultaneous call capacity (channels) of an account is linked to the number of users using the following formula: 0 user=0 channels, 1 to 2 users=2 channels per user, 3 to 5 users=1 channel per user, 6 to 10 users=0.5 channels per user, over 10 users=0.25 channels per user. The above calculation is not applicable in case of traffic pack with limitation of the number of channels.

- e. **Virtual incoming faxes:** each telephone number leading to a virtual fax is counted as a virtual fax and invoiced as such.
- f. **Conference rooms:** each room created on the platform is counted as a conference room and invoiced as such.
- g. **Call recording:** recording is global to an account. If the account does not contain any recorded calls, no recording will be invoiced. If the account contains at least one recorded call, recording will be invoiced in proportion to the recording volume used. Activation of the call recording is done through the administration interface of the platform and is the responsibility of the End Customer who must respect the legislation in force.
- h. **Direct call from the website:** invoiced according to the number of channels configured by ALLOcloud.
- i. **Traffic packs:** invoiced according to the number of packs purchased.
- j. **Numbers:** invoiced according to the number of numbers on the platform.
- k. **Other services:** see ALLOcloud price list.

12. Installation

During installation on the site, the wiring must be clean and documented.

13. Copyright for sound files

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14. Calls to emergency numbers



The Final Customer and Partner are responsible for indicating on the ALLOcloud portal the postal address for each of the blocks of telephone numbers sent to ALLOcloud and any subsequent changes. The Final Customer and the Partner agree to configure the ALLOcloud platform so that calls sent out to the emergency services show a Caller ID for which the postal address matches the caller's actual address. If it does not receive the correct information, ALLOcloud cannot in any circumstances be held liable for sending the emergency services to the wrong address, or for any direct and/or indirect damage relating thereto. Correct location by the emergency services cannot be guaranteed for roaming users using mobile terminals (PC, tablet, smartphone...) or using the hot-desking function (possibility of logging on to any telephone).

Terms and conditions specific to the use of the ALLOcloud SIP Trunking service

1. Definitions

ALLOcloud SIP Trunking: SIP Trunking services hosted in the Cloud

2. Alarm/lift lines

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3. Fax

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4. Calls to emergency numbers

The Final Customer and Partner are responsible for indicating on the ALLOcloud portal the postal address for each of the blocks of telephone numbers sent to ALLOcloud and any subsequent changes. The Final Customer and the Partner agree to configure the ALLOcloud platform so that calls sent out to the emergency services show a Caller ID for which the postal address matches the caller's actual address. If it does not receive the correct information, ALLOcloud cannot in any circumstances be held liable for sending the emergency services to the wrong address, or for any direct and/or indirect damage relating thereto. Correct location by the emergency services cannot be guaranteed for roaming users using mobile terminals (PC, tablet, smartphone...) or using the hot-desking function (possibility of logging on to any telephone).

5. Automatic calling machines

The use of automatic calling machines is not authorized.



Terms and conditions specific to the use of the ALLOcloud [Web Meeting](#) service

1. Definitions

ALLOcloud Web Meeting: virtual meeting service

2. Specific conditions: nil