ALLOcloud services trading conditions

1. Definitions

ALLOcloud services: services hosted in the Cloud, offered by OpenS, a company under Belgian law (Company no. BE0821.802.905), whose office is at Avenue Léon Champagne 3, B1480 Saintes, Belgium. As part of its activities, OpenS is also known under the commercial name ALLOcloud.
Partner: an intermediary organization offering/installing/supporting ALLOcloud services on the Final Customer's premises.
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. Trading conditions

The trading conditions apply between OpenS-ALLOcloud and the party with whom the contract has been concluded (Partner or Final Customer).
Invoices are sent by electronic means only (email or portal).
Non-payment of invoices may lead to a reduction/suspension of the service but not the end of the subscription. If a reminder has to be sent out, reminder costs may be added to the payment. In the event of late payment, late-payment interest will be charged at the rate of 1% per month, along with any recovery costs incurred by OpenS-ALLOcloud. If a Partner does not fulfil his contractual obligations, ALLOcloud will have the right to suspend all or part of the service(s) offered to its Final Customers and contact them to propose a commercial alternative.

3. End of contract

Subscriptions are concluded for a minimum period of 24 months (unless local legislation is different, or a specific end date is expressed in the order form). Contract terminations must be sent by recorded delivery to ALLOcloud/OpenS, Avenue Léon Champagne 3, B1480 Saintes, Belgium, and may not apply until the end of the recurrent invoicing period at the earliest. No amounts will be credited or refunded. If the Partner or Final Customer terminates the contract early, the balance of the contract (with the services covered in the previous invoice, except for national traffic and numbers) will be invoiced. If the Final Customer goes bankrupt, and on presentation of proof of the bankruptcy, the service will be broken off and invoicing to the Final Customer or Partner will be suspended.

4. Disputes

All disputes will be dealt with in 2 phases:
- mediation by a member of the Federal Mediation Commission (http://www.fbc-cfm.be). The mediator will be chosen jointly by the parties;
- The Courts in Nivelles, Belgium.

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Trading conditions specific to the ALLOcloud Business Telephony service

1. Definitions

ALLOcloud Business Telephony: telephony services hosted in the Cloud.

2. **Trading conditions**

Invoicing:

- Equipment, activation and installation costs: invoiced at order and payable in advance.
- Recurrent services: invoiced at the end of period P (around the 28th of the month) for period P+1. At the start of the service, the period P that has begun is invoiced on a pro rata basis, depending on the start date.
- Traffic not included in the pack: invoiced at the end of period P for period P.

Telecom rates (minutes, numbers) and pack contents may be changed without prior notification.

The price of calls is calculated to the second and rounded up to the next cent.

Invoicing is based on the initial order form and on the items of information configured on the platform (users, numbers etc.). The number of items is recorded periodically and ALLOcloud will provide a summary of the monthly situation. In the event of a dispute, the summary will prevail. A definition of these items may be found in the Conditions of Use.

If there is an increase in the services (e.g. an increase in the number of users), the count will be made at the end of the month and applied to the invoice without prior notification. The number of users may be reduced by a maximum of 10% per quarter.

International numbers are accepted for a minimum period of 12 months.

If a Final Customer does not fulfil his contractual obligations, ALLOcloud will have the right to suspend all or part of the service(s) offered and may limit the provision of the telephony service to that of a minimum service. The minimum service allows the Final Customer to make calls to the emergency services, but does not allow any other type of call.

Trading conditions specific to the ALLOcloud SIP Trunking service

1.   Definitions

<u>ALLOcloud SIP Trunking:</u> SIP Trunking services hosted in the Cloud.

2.   **Trading conditions**

Invoicing:

- Equipment and activation costs: invoiced at order and payable in advance.
- Recurrent services: invoiced at the end of period P (around the 28th of the month) for period P+1. At the start of the service, the period P that has begun is invoiced on a pro rata basis, depending on the start date.
- Traffic not included in the pack: invoiced at the end of period P for period P.

Telecom rates (minutes, numbers) and pack contents may be changed without prior notification.

International numbers are accepted for a minimum period of 12 months.

If a Final Customer does not fulfil his contractual obligations, ALLOcloud will have the right to suspend all or part of the service(s) offered and may limit the provision of the telephony service to that of a minimum service. The minimum service allows the Final Customer to make calls to the emergency services, but does not allow any other type of call.

Trading conditions specific to the ALLOcloud Web Meeting service

1. Definitions

ALLOcloud Web Meeting: remote meeting services hosted in the Cloud.

2. Trading conditions

- Equipment: invoiced at order and payable in advance.
- Subscription fees: invoiced with the order and payable in cash prior to service activation.