



Indirect Partner Charter

MARCH 2023

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ONLINE ACCEPTANCE PROCESS

A. IF YOU ARE APPLYING FOR THE APPOINTMENT OF YOUR COMPANY AS AN **INDIRECT RESELLER IN ALE DISTRIBUTION NETWORK, PLEASE READ THE FOLLOWING:**

READ THIS DOCUMENT, INCLUDING THE LEGAL PACKAGE, CAREFULLY BEFORE CLICKING THE "SUBMIT" BUTTON FOR SENDING THE COMPLETED REGISTRATION FORM (THE "ON-LINE REGISTRATION FORM") TO APPLY FOR THE APPOINTMENT OF YOUR COMPANY AS AN INDIRECT RESELLER IN ALE DISTRIBUTION NETWORK.

THE APPOINTMENT OF YOUR COMPANY AS AN INDIRECT RESELLER SHALL ONLY BE EFFECTIVE AFTER ACKNOWLEDGEMENT AND FORMAL APPROVAL OF YOUR REGISTRATION FORM BY ALE AND THE DISTRIBUTOR HAVING INITIATED THIS APPOINTMENT (THE "DISTRIBUTOR"). THE EFFECTIVE DATE OF THIS INDIRECT PARTNER CHARTER ("EFFECTIVE DATE") SHALL BE THE DATE NOTIFIED TO THE INDIRECT RESELLER BY ALE AFTER SUCH ACKNOWLEDGEMENT AND APPROVALS HAVE OCCURRED.

B. IF YOU ARE A **DISTRIBUTOR APPROVING THE APPOINTMENT OF THE INDIRECT RESELLER AND THIS IR CHARTER, PLEASE READ THE FOLLOWING:**

READ THIS DOCUMENT CAREFULLY BEFORE CLICKING THE "APPROVE" BUTTON FOR CONFIRMING VALIDATION OF THE CHARTER AND OF THE ON-LINE REGISTRATION FORM FILLED- IN BY YOUR INDIRECT RESELLER. BY CLICKING THE "APPROVE" BUTTON YOU EXPRESSLY REPRESENT AND WARRANT ON BEHALF OF YOUR COMPANY THAT YOU AND YOUR COMPANY HAVE READ, UNDERSTOOD AND ACCEPTED THIS DOCUMENT INCLUDING ALL RIGHTS AND OBLIGATIONS APPLICABLE TO THE DISTRIBUTOR. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS DOCUMENT, DO NOT CLICK ON THE "APPROVE" BUTTON. THE DISTRIBUTOR HAVING INITIATED THIS APPOINTMENT (THE "DISTRIBUTOR"). THE EFFECTIVE DATE OF THIS INDIRECT PARTNER CHARTER ("EFFECTIVE DATE") SHALL BE THE DATE NOTIFIED TO THE INDIRECT RESELLER BY ALE AFTER SUCH ACKNOWLEDGEMENT AND APPROVALS HAVE OCCURRED. IN THIS DOCUMENT "INDIRECT RESELLER" MEANS THE COMPANY THAT HAS GRANTED YOU AS AN INDIVIDUAL THE NECESSARY POWER AND RIGHTS TO REPRESENT IT FOR ITS REGISTRATION AS AN INDIRECT RESELLER. BY COMPLETING AND SENDING THE ON LINE REGISTRATION FORM TO ALE YOU EXPRESSLY REPRESENT AND WARRANT ON BEHALF OF YOUR COMPANY THAT YOU AND YOUR COMPANY HAVE READ, UNDERSTOOD AND ACCEPTED THIS DOCUMENT INCLUDING ALL RIGHTS AND OBLIGATIONS APPLICABLE TO THE INDIRECT RESELLER IN ALE DISTRIBUTION NETWORK. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS DOCUMENT, DO NOT CLICK ON THE "APPROVE" BUTTON ON THE REGISTRATION PAGE.

THIS INDIRECT PARTNER CHARTER BEING ACCEPTED VIA AN ON-LINE PROCESS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT ELECTRONIC RECORDS OF THE ACCEPTANCE PROCESS OF THIS INDIRECT PARTNER CHARTER, STORED BY ALE AND ITS ON-LINE SERVICE PROVIDER, ARE HEREBY ACCEPTED BY YOU AND ALE AS SATISFACTORY EVIDENCE OF THE CONTENT, TERMS AND CONDITIONS OF SUCH PROCESS.

1. Purpose and definitions

ALE International (“ALE”) has set up a distribution network on the basis of objective and qualitative criteria, for the distribution of ALE Products. The indirect part of its distribution network is based upon ALE value-added distributors (“Distributors”), selling ALE Solutions to Indirect Resellers (“IR”), which in turn sell such Solutions directly to End-Users (“End-Users”).

The purpose of this document (“Indirect Partner Charter”) is to set the framework governing the rights and obligations of the undersigned company as an ALE Indirect Reseller in the ALE distribution network.

This Indirect Partner Charter is part of the Partner Program, and allows Indirect Reseller to resell ALE Solutions, under the conditions set forth hereinafter. It is Indirect Reseller duty to ensure that its Distributor(s) is/are allowed to resell all ALE Solutions and to ensure that it complies with all requirements and in particular the Territory and Accreditation requirements.

Definitions

For the purpose of this Indirect Reseller Charter and in addition and without prejudice to terms defined elsewhere in this document, in the Legal Package or in the relevant Program Guide, the following terms shall have the following meanings:

ALE Solution(s): shall mean any Products, On Demand Offers, and/or Services, available for purchase from Distributor(s).

ALE Catalog: meaning a catalog as updated from time to time, released by ALE and specifying ALE Solutions available for distribution by the Indirect Reseller subject to the terms and conditions of the Indirect Reseller Charter, relevant Program Guide and the Legal Package.

Documentation: shall mean the user manuals, technical description and specifications and other documentation in any form, delivered or made available by ALE in connection with ALE Solutions.

End-User: shall mean the entity to which an Indirect Reseller distributes ALE Solutions for the End-User own internal use; “internal use” may include the provision of services by End-User to third parties but does not include the use of the Software by any other than End-User.

EULA: (End User License Agreement) shall mean the sub-license agreement between Indirect Reseller and End-User for each distributed Software and/or Documentation and which includes the license agreement Exhibit specific to a Software, if any.

Hardware: shall mean the tangible part of a Product.

Indirect Reseller: shall mean the entity to which Distributor distributes ALE Solutions for further distribution to End-Users only.

Legal Package: shall mean the set of rules accepted by the Indirect Reseller when signing the Indirect Reseller Charter, covering restrictions and obligations related to ALE Trademarks, intellectual property rights, export control rules and business principles.

Maintenance Release: shall mean an incremental release of Software that provides maintenance fixes only.

Major Releases: shall mean an incremental release of Software that provides maintenance fixes and additional features thereto.

Minor Releases: shall mean an incremental release of Software that provides maintenance fixes and limited improvement to existing features.

On Demand Offer(s): shall mean a subscription-based service delivered when and if available by ALE to Indirect Reseller for distribution.

Partner Program: shall mean the Alcatel-Lucent Enterprise Partner Program setting forth the rules governing the organization of ALE selective distribution network.

Portal(s): shall mean any website implemented by ALE, on which additional terms and information on ALE Solutions and Programs are made available. MyPortal referred to the website dedicated to ALE partners, Cloud Portal is dedicated to Cloud Services and the SIP Devices Portal is dedicated to SIP Terminals.

Product: shall mean Hardware and/or Software which are available for distribution.

Program Guide: shall mean the written guide applicable to the Indirect Reseller setting forth the details of the relevant Program, available on the relevant Portal including any revision to such guide made by ALE from time to time.

Sales Territory: shall mean the country(ies) listed in Annex 1. The Sales Territories authorized for the Indirect Reseller in this Charter should be the one authorized for the Distributor, it can be less countries but not more.

Software: means the object code version of a computer program either made available as a stand-alone Product, or incorporated into Hardware to form a Product, and distributed by Indirect Reseller. Subject to the payment of applicable service fees, Software may include Software Update.

Software Update: shall mean a Maintenance Release, Minor Release, and/or Major Release, as the context requires.

Trademark: shall mean any trademark or trade name which is affixed by ALE on the Products, or their packaging, on Software CDs or their packaging, on web sites in relation to an On Demand Offer or SIP Devices.

2. General Terms

Indirect Reseller is able to resell the ALE Solutions, to End-Users in a direct business model within a direct sales relationship with the End-Users and prospective customers. This includes, but is not limited to, commercial and sales relationships, pre-sales support, consulting, installation, and post-sales support. Sales of ALE Solutions to third parties other than End-Users are not authorized. Distributor(s) from which Indirect Reseller purchase the ALE Solutions is(are) selected by Indirect Reseller amongst ALE Distributors. Indirect Reseller must comply, if and when applicable, with all the Accreditation, Specialization and Certification requirements defined in the relevant Program Guide.

Indirect Reseller must also comply with certain specific terms and conditions related *inter alia* to ALE Trademarks, ALE intellectual property rights, export control regulations, and business ethics, as set forth in the Legal Package made available on the relevant Portal to Indirect Reseller. INDIRECT RESELLER ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS OF THE LEGAL PACKAGE. ALE may change the terms and conditions of the Legal Package as it deems reasonably necessary and will notify such changes on the Portal. This Indirect Partner Charter may be updated by ALE at any time by written notice or e-Flash.

Indirect Reseller shall comply with all local regulations (including telecom regulations) where ALE Solutions are provided.

3. Notices

All notices under this Indirect Partner Charter shall be issued in writing and shall be delivered to the following addresses:

to the Indirect Reseller: address as mentioned on the Registration Form (Annex 1)

to ALE International: Partner Program Management,
260 rue Léon Foucault, 67400 ILLKIRCH-GRAFFENSTADEN FRANCE

4. Liability

ALE will not be liable for any direct, indirect, incidental, special, or consequential damages including, but not limited to, loss of profit, revenue or business opportunity due to Accreditation, non-Accreditation when applicable, or non-renewal of the Accreditation or termination of this Indirect Partner Charter for whatever reason. In any event, Indirect Reseller shall not be entitled to any compensation for loss of anticipated profits or overheads caused by the withdrawal of the Accreditation when applicable or the termination of this Indirect Partner Charter for whatever reason.

5. Termination

If Indirect Reseller breaches any of the provisions of this Indirect Partner Charter and/or the Legal Package, and/or the relevant Program Guide ALE may terminate this Indirect Partner Charter, the Accreditation and the Specialization immediately by written notice.

If the breach is capable of cure, ALE may however grant Indirect Reseller a written notice to cure the breach within thirty (30) days or another specific grace period. If ALE gives such notice and the breach is not cured within the grace period, then this Indirect Partner Charter, shall be terminated at the end of such grace period without prejudice to any other rights ALE may have due to such Indirect Reseller's breach.

In particular if Indirect Reseller fails in achieving its Accreditation when required after the grace period, ALE may terminate this Indirect Charter immediately without further notice and without any compensation or indemnity whatsoever to the Indirect Reseller.

ALE may terminate this Indirect Partner Charter at Distributor's request with a 30 (thirty) day prior written notice without any compensation or indemnity whatsoever to the Indirect Reseller.

This Indirect Partner Charter may also be terminated by mutual agreement between ALE, Distributor and Indirect Reseller.

In case of termination of any Agreement between ALE and the Distributor, the Indirect Reseller shall sign a new Charter with another ALE selected Distributor.

In case of termination or expiration of this Indirect Partner Charter, of the Accreditation or of the Specialization, Indirect Reseller shall immediately (i) stop to purchase ALE Solutions, (ii) stop to distribute such Solutions (except its current stock), (iii) destroy, or return to ALE all commercial and technical information related to the Solutions or to the distributorship network, (iv) cease to use any of the ALE Trademarks or any of ALE's intellectual property rights licensed by ALE under this Indirect Partner Charter, and (v) cease to use the Portal, the Accreditation and the Specialization logos. Termination or expiration of all the exiting Indirect Partner Charter immediately entails the termination of the then current Accreditation and Specialization when applicable, even if such Accreditation and Specialization has been granted for a period expiring after the date of termination of this Indirect Partner Charter.

6. Intellectual Property Rights

When distributing software to End-Users, Indirect Reseller shall use software license terms substantially equivalent to those of the EULA model which may be found on the Portal, as referred to in the Legal Package.

As long as Indirect Reseller's Accreditation/Specialization is in force and applicable, Indirect Reseller is entitled to use ALE Trademarks solely for the sale and/or promotion of ALE Solutions from its place of establishment located in the territory as mentioned in the Sales Territory field of the Registration Form. Such use shall be in accordance with the terms and conditions set forth in the Legal Package.

7. Term

Unless prior terminated according to section "Termination" above, this Indirect Partner Charter is valid from the date it is validated by ALE ("The Effective Date") until the end of the year it was made effective. Thereafter, this Indirect Partner Charter will be renewed on a yearly basis for terms of one (1) year each, unless terminated by either ALE or Indirect Reseller with a three (3) month prior written notice to the other party before the end of the current term.

Special term when Accreditation or Specialization apply:

When granted, Accreditation is valid for a calendar year period, unless terminated according to the terms of this Indirect Partner Charter. Renewal of Accreditation will be made at the end of each calendar year provided Indirect Reseller complies with the corresponding requirements. A grace period may be granted by ALE to Indirect Reseller in case of failure to comply with any of the Accreditation and Specialization criteria at the renewal date. Unless Indirect Reseller complies with the Accreditation and Specialization requirements within this grace period, the Accreditation or Specialization shall be lost, and this Indirect Partner Charter may be terminated by ALE according to the section "Termination" above.

For the avoidance of doubt, ALE reserves the right to remove the Indirect Reseller Accreditation status if the Indirect Reseller fails to comply with the Indirect Partner Charter requirement during the year.

8. Applicable law - Disputes

The Indirect Partner Charter shall be governed by, and construed in accordance with the laws of France, without giving effect to its conflicts of laws principles. All disputes between the Parties, arising from or in connection with this Indirect Partner Charter, which cannot be settled amicably shall be finally settled under the Rules of Arbitration and Conciliation of the Chamber of Commerce by three (3) arbitrators appointed in accordance with said Rules. The arbitration shall take place in Paris, France and shall be conducted in English.

9. Signature

Indirect Reseller accepts the Indirect Partner Charter terms and conditions, including the Legal Package and the relevant Program Guide. This Indirect Partner Charter includes Annex 1 (Indirect Reseller Registration Form).

For the Indirect Reseller

INDIRECT RESELLER:

	Date Signed by Title Address CR Id
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For the Distributor

DISTRIBUTOR: *Crd Id or Name*

	Date Signed by Title Address
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In case of multiple Distributors, an Indirect Partner Charter has to be signed per Distributor.

Annexes

Annex 1: Indirect Reseller Registration Form Template

Indirect Reseller's company:	
Name:	Address:
Zip code:	City:
Country:	Phone:
Sales territory:	Email:
Place of registration:	Web site URL:
Registration Nr:	VAT Nr (for EU countries only):

Indirect Reseller's Main Contacts:			
Indirect Reseller's Company Manager	Indirect Reseller's Marketing Manager	Indirect Reseller's Technical Manager	Indirect Reseller's Sales Manager
Last name:	Last name:	Last name:	Last name:
First name:	First name:	First name:	First name:
Phone:	Phone:	Phone:	Phone:
Email:	Email:	Email:	Email:
<input type="checkbox"/> By checking this box, the Company Manager accepts to be the ALE Prime Contact If not, please designate someone else:	<input type="checkbox"/> By checking this box, the Marketing Manager accepts to be the Enterprise Business Partner Contact Manager and also the Indirect Reseller's Prime Contact and representative for receiving e-flashes. If not, please designate someone else:	<input type="checkbox"/> By checking this box, the Technical Manager accepts to be the ALE Certification Supervisor If not, please designate someone else:	

Annex 2: ALE Solutions: Products, On demand offer, Cloud Services and SIP Devices