

## AIRCALL END USER LICENSE AGREEMENT

This online end user license agreement ("EULA") is entered into by and between the User (as defined below) and Aircall.io, Inc., a Delaware corporation with offices at 381 Park Ave South, Floor 16, New York, NY 10016 ("Aircall").

The EULA constitutes a binding agreement between Aircall and User and sets forth the terms and conditions pursuant to which Aircall grants to User a license to access and use the Aircall Solution.

By clicking on the "Accept" button or otherwise accepting this EULA when downloading the software to access the Aircall Solution, or otherwise using any of the Services, User:

- a) acknowledges that it has read, agrees and will comply with the terms of this EULA;
- b) warrants and represents that User (i) is at least eighteen (18) years of age or the applicable statutory age of majority to enter into a binding agreement (ii) has the right, power, and authority to enter into a contract; and (iii) is authorized by Customer to use the Services, including the Aircall Solution.

IF USER DOES NOT AGREE TO THIS EULA, USER CANNOT USE THE SERVICES.

### 1. Definitions

*"Account"* means the numbered account established by Aircall and associated with Customer allowing Customer to subscribe to the Services.

*"Affiliate"* means *any entity existing from time to time that directly or indirectly controls, is controlled by, or is under common control with the subject entity.*

*"Aircall Solution"* means the software as a service application offered by Aircall, which forms an integral part of the Services, that allows User to access and use the Services.

*"Customer"* means the company or other legal entity who carries out a purchase, enters into an Order Form or a statement of work or uses the Services in accordance with the terms of the T&Cs ([here](#)).

*"EULA Term"* means the definition specified in Section 4.1.

*"Include"* and *"Including"* means including without limitation.

*"Intellectual Property"* means all intellectual property and technology, regardless of form, including (a) published and unpublished works of authorship; (b) inventions and discoveries, including business methods, compositions of matter, methods, and processes and new uses for any of the preceding items; (c) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification; (d) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible; and (e) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof.

*"Law(s)", "Applicable Laws"* means the set of rules in effect for the provision of the Services by Aircall and their use by Customer.

*"License"* means the right granted by Aircall to the Customer to install software to use the Aircall Solution as per Section 2 below, and which is required to access and use the Services.

*"Order Form"* means Aircall's ordering document for Services that may be entered into between Customer or Customer's Affiliates and Aircall, from time to time, specifying: the Services ordered by Customer, the selected Plan and other material terms associated with the T&Cs ([here](#)). Any reference to "ordered" or "orders" is deemed a reference to this Order Form definition.

*"Plan"* means, any of the subscription plans for the provision of Services made available to Customer whose technical features and financial terms are listed on the Site and/or that Customer may select, via its Account, in order to specify the conditions under which Customer wishes to be provided the Services from Aircall.

*"Services"* means any and all of the services from time to time provided by Aircall and/or Aircall's Affiliates.

*"Services Start Date"* means the date Services are made available to Customer.

*"Site"* means the Aircall.io website.

*"T&Cs"* means Aircall terms and conditions available [here](#)

*"User"* means any individual duly authorized by Customer to use and/or access the Services. Each User must be granted a User role.

## 2. Description of the Aircall Solution

The Aircall Solution allows Users to access and use the Services via the internet. The Aircall Solution is accessible to each User on the Site and must be downloaded on a compatible device. Customer's Users' use of the Aircall Solution and Services is governed by the PUP and is subject to acceptance of the EULA, and Customer agrees that without consent to this EULA, Aircall will not provide the Services.

## 2. License

**2.1 Limited License.** Subject to, and conditional upon User's compliance with, the terms of this EULA, Aircall grants to User a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this EULA), non-sublicensable license to use the Aircall Solution for the duration that Customer is entitled to use the Services and subject to the Customer compliance with its obligations towards Aircall.

User will not:

- a) sublicense, resell, distribute or assign its right granted under this EULA to any other person or entity;
- b) modify, adapt or create derivative works of the Aircall Solution or any associated documentation;
- c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Aircall Solution;
- d) use the Aircall Solution for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Aircall Solution in compliance with this EULA;
- e) create any competing software or services; or
- f) remove any copyright or other proprietary or confidential notices on Aircall Solution.

**2.2 Intellectual property rights.** The license granted to User is strictly limited and does not convey any other rights, express or implied, on the Aircall Solution, and more generally on the Services than those detailed in Article 2.1. All rights not expressly granted herein are reserved and retained by Aircall. The Aircall Solution may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of the Aircall Solution may violate third-party IP Rights.

**2.3. Aircall Ownership.** User acknowledges and agrees that Aircall or, where relevant, its Affiliates own all rights, titles and interests in

and to all Intellectual Property rights in the Aircall Solution and in the Site as well as any content thereof or therein.

### 3. Indemnification

User agrees to indemnify, defend and hold Aircall and its Affiliates ("Aircall Parties") harmless for, from and against any and all losses, liabilities, damages, claims (including any and all reasonable attorneys' fees,) as incurred, arising out of or in connection with any breach or alleged breach of this EULA.

### 4. EULA Term, Suspension and Termination

**4.1 EULA Term.** This EULA will commence on its acceptance date by User and shall continue until the Services provided by Aircall to Customer to allow use of the Aircall Solution by User terminate for whatsoever reason, which User acknowledges and agrees.

**4.2 Suspension.** Aircall may immediately suspend this EULA in the following cases:

- a) in the event of violation, by User, of the terms of the EULA or of any Applicable Laws or any policy provided or made available to User in writing;
- b) in the event of suspension of the Services by Aircall for breach of Customer's obligations towards Aircall;
- c) in the event of use resulting in a degradation of the Aircall Solution;
- d) in the event of use otherwise damaging or likely to damage the rights or property of Aircall or third parties.

User's failure to comply within 10 days of receipt of a notice, will entitle Aircall to terminate the EULA for breach without liability.

**4.3 Termination.** The EULA may be terminated under the following conditions.

*a) Termination for breach.* If User breaches any material term of this EULA and fails to cure such breach within five (5) days after receipt of such notice, Aircall may notify termination of the EULA.

*b) Termination due to legal, regulatory or judicial obligation.* Aircall may terminate this EULA to comply with legal, regulatory or judicial obligation.

**4.4 Effects of Termination.** Upon termination of this EULA, User will immediately cease to access to Aircall Solution.

### 5. EULA modifications

Aircall reserves the right to unilaterally modify the content of the EULA at any time. In this case, Aircall shall inform User by any means.

### 6. Governing law, Jurisdiction and Notices

**6.1 Governing law.** This EULA is subject to the laws of the state of New York, without regard to its conflict of law provisions.

**6.2 Jurisdiction.** Sole and exclusive jurisdiction for any dispute, claim, action or proceeding arising out of or related to this EULA shall be in an appropriate state or federal court located in the city of New York, NY:..

**6.3 Notices.** All notices or other communications must be made in English in writing and sent to [Aircall.io](https://aircall.io), Inc., Legal Dept., 381 Park Ave South, Floor 16, New York, NY 10016 with a copy emailed to [legal@aircall.io](mailto:legal@aircall.io).