

## AIRCALL END USER LICENSE AGREEMENT

This online end user license agreement ("EULA") is entered into by and between the End-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 End-User and sets forth the terms and conditions pursuant to which Aircall grants to End-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 and/or permitting any User to access and/or use any of the Services, End-User:

a) acknowledges that it has read, agrees and will comply with the terms of this EULA;

b) warrants and represents that its representative (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 End-User to use the Services, including the Aircall Solution.

IF END-USER DOES NOT AGREE TO THIS EULA, END-USER OR USERS CANNOT USE THE SERVICES.

### 1. Definitions

*"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 End-User and its Users to access and use the Services.

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

*"End-User"* means the company or other legal entity whose Users access and/or use of the Services, including the Aircall Solution in accordance with the terms of this EULA. For the avoidance of doubt, an End-User may also be a Customer (as such term is defined in the T&Cs ([here](#))).

*"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Property"* means all intellectual property and technology, regardless of form, including (a) published and unpublished works of authorship; (b) inventions and discoveries, including business methods, compositions of matter, methods, and processes and new uses for any of the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 End-User.

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

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

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

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

*"User"* means any individual duly authorized by End-User 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. End-User's Users' use of the Aircall Solution and Services is subject to acceptance of the EULA, and End-User agrees that without consent to this EULA, Aircall will not provide the Services.

## 2. License

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

End-User will not and shall ensure that its Users do 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 End-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. End-User acknowledges that misuse of the Aircall Solution may violate third-party IP Rights.

2.3. Aircall Ownership. End-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

End-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.** End-User acknowledges and agrees that this EULA will commence on its acceptance date by End-User and shall continue until the End-User ceases to access and use the Services provided by Aircall to End-User, ("EULA Term").

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

- a) in the event of violation, by End-User or any User, of the terms of the EULA or of any Applicable Laws or any policy provided or made available to End-User in writing;
- b) in the event of suspension of the Services by Aircall for breach of End-User'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.

End-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 End-User or any 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, End-User will (and shall ensure that its Users) immediately cease to access the 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 End-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](#), 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).