

Aircall API License Agreement

This API License Agreement ("API Terms") by and between Aircall.io, Inc. a Delaware corporation with offices at 381 Park Ave South, Floor 16, New York, NY 10016 ("Aircall") and you ("You" or "Your") constitute a binding agreement between Aircall and You. If You are entering into these API Terms on behalf of a company, organization or another legal entity (an "Entity"), (a) You are agreeing to these API Terms for that Entity and (b) You warrant and represent to Aircall that You have the right, power, and authority to enter into these API Terms on behalf of such Entity and the authority to bind such Entity and its Affiliates to these API Terms, in which case the terms "You" or "Your" shall refer to such Entity and its Affiliates. Aircall and You are each referred to herein from time to time as a "Party" and, collectively, as the "Parties". The Online Terms of Use, end user license agreement, and these API Terms set forth the terms and conditions pursuant to which You may access and/or use the Aircall APIs.

By (a) clicking on the "Accept" button or checking a checkbox for the acceptance of these API Terms, (b) accessing the Developers Website and/or partner portal, (c) using the APIs and/or downloading, installing or using the SDK, whichever is earlier, or (d) authorizing or permitting any individual to access or use the Aircall APIs (the "Effective Date"), You agree to be bound by these API Terms and You: (i) acknowledge that You have read and will comply with these API Terms; and (ii) warrant and represent that Your representative is at least eighteen (18) years of age or the applicable statutory age of majority to enter into a binding agreement. IF YOU DO NOT AGREE TO THESE API TERMS OR DO NOT HAVE AUTHORITY TO BIND SUCH ENTITY, YOU MAY NOT ACCESS OR USE THE AIRCALL APIS, THE PARTNER PORTAL OR THE DEVELOPERS WEBSITE.

1. Definitions

"Affiliate" means any and all legal entities worldwide which directly or indirectly control, are controlled by, or are under common control with a Party. Control means (i) the ownership, in the case of a corporation, of more than 50% of the shares of such corporation with voting rights or, in the case of any other entity, the ownership of a majority of the beneficial or voting interest of such entity or (ii) the power, directly or indirectly, to direct the management of the controlled person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Aircall Account" means the numbered account, including any trial account, established by Aircall and associated with You allowing You to subscribe to the Services, subject to the Online Terms of Use, to allow You to test and develop Your Application.

"Aircall APIs" means (i) any and all software, executable applications, source code, any form of machine accessible application programming interface, which provides access to Aircall's services, site or software, including any developer tools such as webhooks (collectively, "APIs"), (ii) Aircall's software development kits ("SDK"), and/or (iii) any technical, APIs or SDK related or accompanying documentation or materials that Aircall makes available, including through its Developers Website and partner portal. For the avoidance of doubt, Aircall APIs may be accessed using either Basic Auth or OAuth.

"Aircall Dashboard" means the online portal through which You access and control Aircall Account settings, including Aircall APIs accessed using Basic Auth, may subscribe to Services and monitor consumption and usage of the Aircall Account(s).

"Aircall Marketplace" means the online marketplace designed to promote and introduce to Aircall's subscribers optional third party services accessible via the Aircall Solution.

"Aircall Marks" means any and all Aircall trademarks, service marks, branding, and logos made available for use in connection with the Aircall APIs pursuant to this Agreement

"Aircall Solution" means the software as a service application developed by Aircall and related services including any improvements, modifications, enhancements, fixes, updates, upgrades and versions thereto.

"Anti-Corruption Laws" means the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. Travel Act, the U.S. Domestic Bribery Statute (18 U.S.C. 201), and all other applicable laws and regulations in jurisdictions in which You engage in business that

govern corruption, bribery, ethical business conduct, money laundering, and similar matters.

"API Credentials" means Aircall APIs keys or credentials obtained via Aircall's partner portal, the Aircall Dashboard, or any other means approved by Aircall and obtained for use of the Aircall APIs.

"Applicable Data Protection Law(s)" means the applicable data protection or privacy laws, rules, regulations, court decisions, guidelines of data protection authorities and any other relevant interpretation of the above.

"Application" means the integration built by You, Your Affiliate(s) and/or Your service provider(s) between either Your service or a third party service ("Third-Party Service") and the Aircall Solution/Services using the Aircall APIs (which access may be via Basic Auth or OAuth).

"Basic Auth" means a basic access authentication.

"Confidential Information" means any proprietary and/or confidential information disclosed, prior to, in the course of, and during the Term of the Agreement, by one Party (the "Disclosing Party") to another Party (the "Receiving Party"). Except for Aircall APIs which You shall keep strictly confidential (except as expressly provided herein), the term Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in violation of the terms hereof; (ii) is or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source that is not known to the Receiving Party to be prohibited by a contractual, legal, or fiduciary obligation to the Disclosing Party from disclosing such information to the Receiving Party; (iii) is independently developed, conceived, or discovered by the Receiving Party or its Representatives; or (iv) is already known to the Receiving Party or any of its Representatives prior to disclosure of the same to the Receiving Party or its Representatives by the Disclosing Party or the Disclosing Party's Representatives.

"Customer" means the end user of the Application.

"Customer Data" means any data, including Personal Data, that a Customer submits or collects via the Services, the Aircall Solution and/or the Application.

"Developers Website" means the website available at <https://developer.aircall.io/>.

"Include(s)" and **"Including"** means including without limitation.

"Integration Partner" means the Entity who offers to Customers a Third-Party Service.

"Intellectual Property Rights" means any patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights anywhere in the world.

"Malicious Software" means any computer code intentionally designed to: (a) disrupt, disable, harm, or otherwise impede in any manner, including viruses or worms, (b) disable or impair in any way the operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, including time bombs, time locks, or drop dead devices, or (iii) permit any harmful, malicious or hidden procedures, routines or mechanisms, including traps, access codes or trap door devices, or that would cause the functioning to cease or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations, including trojan horses.

"OAuth" means an open-standard authorization framework or protocol that allows a Customer to consent to applications interacting with one another on Customer's behalf by providing You with access tokens (i.e., without exposing user credentials).

"Online Terms of Use" mean the terms and conditions which may be amended or updated from time to time, pursuant to which You may access and/or use the Aircall Dashboard and the Services, which are available at: [Aircall SAS Terms of Use](#) if your billing address is located outside the United States, Canada, or Australia; [Aircall Inc Terms of Use](#) if your billing address is located in the United States or Canada; or [Aircall PTY Terms of Use](#) if your billing address is located in Australia.

"Partner Account" means the account established by Aircall or created by You and associated with You and the Application either by

registering on Aircall's partner portal or by registering in any other manner as may be requested by Aircall from time to time.

"Personal Data" and **"Process"** or **"Processing"** shall have the meaning assigned to this term or to a materially corresponding term, such as "personal information" or "personally identifiable information", by the Applicable Data Protection Law(s) in the particular case. In cases where the Applicable Data Protection Law(s) are in conflict, the data in question will be considered as Personal Data. In cases of doubt, the definition set forth by the *Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC* (the GDPR) shall apply: (i) "Personal Data" shall mean any information relating to an identified or identifiable natural person (as defined therein), and (ii) "Process" or "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Public Official" means any director, officer, employee, representative, or official of any government, military, government-owned or affiliated entity or organization, or any public international organization, or any candidate for public office, any political party, or any official of a political party.

"Publish/Published/Publishing" means offering or making any Application available to any Customer other than You or for any purpose other than for Your use as a Customer for Your internal business purposes.

"Representative(s)" means a party's and its Affiliates' partners, officers, directors and employees.

"Sanctions" means sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority.

"Services" means any and all of the services provided under the Online Terms of Use and made available to Aircall's subscribers, including You, pursuant to an ordering document, an online purchase, or on a trial basis.

"Third Party Developer" means an individual or entity that develops, tests, implements, operates and/or Publishes an Application between a Third-Party Service and the Services using the Aircall APIs.

"Updates" means bug fixes, updates, upgrades, patches, enhancements, modifications and new releases or versions of the Aircall APIs or the Application.

"Validation" means submitting the Application to Aircall for validation as further described in Section 5.4.

1. Use of the Aircall APIs

1. License and Permitted Uses.

1. Subject to, and conditional upon Your continued and full compliance with all of the terms and conditions of these API Terms, including the restrictions set forth in Section 2.2, Aircall grants You, during the Term, a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide, revocable license to: (i) access, use and make calls to the Aircall APIs solely to plan, develop, test, implement, maintain and, as applicable, Publish, the Application that interoperates or integrates with the Services, (ii) allow Aircall's subscribers of the Services to use the Aircall APIs within the Application, and (iii) market and sell the Application through the Aircall Marketplace in accordance with these API Terms. You grant Aircall a non-exclusive, worldwide, fully paid-up, royalty-free license, to: (a) market, sell, distribute, use, perform, and display such Application (for as long as the Application is Published to the Aircall Marketplace); (b) perform the Validation of and/or make Updates to the Application, and (c) permit Customers to access, install, purchase and (in the case of downloadable software applications) download such Application through the Aircall Marketplace (for as long as the Application is Published to the Aircall Marketplace). Upon expiration or termination of these API Terms for any reason, You must cease all access and use of the Aircall APIs and You will promptly delete or return any Aircall APIs.

2. In order to access and use the Aircall APIs, You must obtain API Credentials for OAuth by registering for a Partner Account. If, however, You wish to access and use the Aircall APIs using Basic Auth, You may only do so: (a) if You are a direct subscriber of the Services and the Application will not be Published, or (b) with the express authorization of (i) Aircall, and (ii) the subscriber account owner to whom the API Credentials relate (Aircall may request written proof of this authorization from time to time). In the event the Published Application uses Basic Auth, Aircall may require You to update the Application within a timeframe as defined by Aircall in its sole discretion so that such Application uses OAuth. If You are unable to meet such timeframe, Aircall may immediately suspend or terminate Your use of the Aircall APIs and/or the Services and/or remove or refuse presence of the Application in the Aircall Marketplace.
3. You may charge for the Application if it is Published.
4. In the event the Application is Published and You discontinue all or part of the Application, You shall (i) immediately notify in writing any Customer who is or who has been accessing and/or using Your Application, and (ii) continue to provide such Customer with the use of Your Application during a sunset period of no less than three (3) months following such notice. Without limiting the foregoing and in addition thereto, You shall provide such Customer during such sunset period with any and all reasonable cooperation, information, data and assistance reasonably requested by such Customer to effect a smooth discontinuance.
5. You agree not to use the Aircall APIs to (i) to create, design, develop, enhance, produce, sell, license, promote, market, or distribute any material, software, or content that is intended for any use other than use with the Services or the Aircall Solution; (ii) to recreate the features or functionality of the Services or Aircall Solution, including to replicate or compete with the Services or the Aircall Solution; or (iii) to create or distribute any derivative work (as defined in 17 U.S.C. § 101) of the Aircall APIs except as expressly permitted herein. No other licenses are granted to You by Aircall under these API Terms.
6. You will, during the Term, provide Aircall and its Affiliates with the right to access and use sandbox versions of Your service free of charge ("Sandbox Access"). Sandbox Access may be used for Aircall's and Aircall's Affiliates' internal trainings and development purposes, and to provide demonstrations of Your service to Customers or to Aircall subscribers.

2. Limits and Restrictions.

1. You will not (i) access the Aircall APIs in violation of any applicable laws, rules or regulations, (ii) access the Aircall APIs in any manner that (a) compromises, breaks or circumvents any of Aircall's technical processes or security measures associated with the Services and/or the Aircall Solution, (b) poses a security vulnerability to subscribers of the Aircall Services and/or Aircall Solution, or (c) tests the vulnerability of Aircall's systems or networks; (iii) sell, rent, lease, sublicense, redistribute, or syndicate access to any of the Aircall APIs, (iv) attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how of the Aircall APIs; or (v) attempt to use Aircall's APIs in a manner that exceeds rate limits, or constitutes excessive or abusive usage.
2. You are not permitted to use a service provider in connection with the development, testing, implementation, operation, maintenance and/or Publishing of the Application, unless they sign an agreement with You to (a) protect any Customer Data received from Aircall (that is at least as protective as Aircall's terms and policies), (b) limit their use of Customer Data solely for the purpose of providing their services to Your Application (and not for their own purpose or any other purpose), and (c) keep the Customer Data secure and confidential. You must ensure that any service provider complies with these API Terms and any other applicable Aircall terms and

policies, and You acknowledge and agree that any act or omission by a service provider amounting to a breach of these API Terms will be deemed to be a breach by You. If requested, You will notify Aircall prior to engaging any service provider or You will provide a list of Your existing/former service providers to Aircall. If You are the service provider of (i) any Entity whose service(s) interoperates with the Service using the Aircall APIs or (ii) of the Third Party Developer, You represent and warrant to Aircall that You have signed an agreement with such Entity or Third Party Developer to (A) protect any Customer Data received from Aircall (that is at least as protective as Aircall's terms and policies), (b) limit Your use of Customer Data solely for the purpose of You providing services to develop, test, implement, operate and/or, as applicable, Publish the Application (and not for Your own purpose or any other purpose), and (c) keep the Customer Data secure and confidential.

3. You are not permitted to Publish any Application: (a) on the Aircall Marketplace if such Application has not been Validated by Aircall pursuant to Section 5.4 or otherwise expressly approved by Aircall in writing, or (b) on any other application marketplace if (i) the Application is not Published in identical form as it is Published on the Aircall Marketplace and (ii) if such Application has not been either Validated by Aircall pursuant to Section 5.4 or otherwise expressly approved by Aircall in writing.

3. Responsibilities.

1. You acknowledge and agree that You are solely responsible for the content, development, operation, and maintenance of Your Application. You are solely responsible for providing support to Customers and You acknowledge and agree that Aircall has no obligation to provide any development, support or maintenance to You or to the Customers.
 2. Except as permitted herein, (a) You must keep the API Credentials and all login information for Your Aircall Account and Partner Account secure, (b) You may not share the API Credentials with any third party (except for service providers subject to the obligations contained in Section 2.2.2), and (c) You will not access the Aircall APIs by any other means other than the API Credentials You receive in accordance with Section 2.1.2 above.
 3. The Aircall APIs may contain open-source software or code and You acknowledge that misuse of the Aircall APIs may infringe upon third-party's Intellectual Property Rights.
 4. You will be solely responsible for (a) creating and displaying information and content on, through or within the Application; (b) ensuring that the Applications does not violate or infringe the Intellectual Property Rights of any third party; (c) ensuring that the Application is not offensive, profane, obscene, libelous or otherwise illegal; (d) ensuring that the Application does not contain or introduce Malicious Software into the Service, the Aircall APIs, any Customer Data or other data stored or transmitted using the Service; (e) ensuring that the Application is not designed to or utilized for the purpose of spamming any Aircall subscribers or Customers; and (f) ensuring that the Application does not violate any applicable law or third party right.
4. Accounts. Except if You are a direct subscriber of the Services, Aircall may provide You with temporary licenses to the Aircall Service, either at a cost or at no cost, in Aircall's sole discretion, in each case, via an Aircall Account, which is conditioned upon Your acceptance of Aircall's Online Terms of Use. Without written authority from Aircall to do so, any other use of the Aircall Account shall be strictly prohibited. Aircall may terminate the Aircall Account at any time and for any reason. You may have to pay for consumption of outbound minutes and the creation of phone numbers that are not included in the standard licenses offered to developers (which are subject to change in Aircall's discretion).
5. API Modifications. Aircall may modify, amend, change or deprecate all or part of the Aircall APIs in its sole discretion and at any time. Aircall will endeavor to provide advance notice to You by posting on the

Developers Website under the “changelog” section (available [here](#)), however, Aircall shall have no liability of any kind to You with respect to such API modifications or any adverse effects resulting from such API modifications.

6. Support. You acknowledge and agree that You are not entitled to any support by Aircall for the Services, the Aircall Solution, or the Aircall APIs, unless otherwise agreed to by the Parties.
7. Pricing. Aircall reserves the right to charge fees for the use of and/or the access to all or part of the Aircall APIs as well as for the access and/or use of the partner portal.
8. End-User Agreement. If You Publish the Application, You must have in place and maintain a user agreement for Your Application that You shall present to any Customer prior to their access and use of the Application. Such user agreement shall contain provisions at least as protective as those contained in these API Terms and must inform Customer that: (i) You are solely responsible for the Application, (ii) You are solely responsible for any liability which may arise from a Customer’s access to or use of the Application, and (iii) You are solely responsible for providing Customer with support of Your Application. Such user agreement may also contain a detailed description of the services to be provided by the Application and Your contact information.

2. Intellectual Property

1. Ownership. You acknowledge and agree that: (i) as between the Parties, Aircall and its Affiliates own all rights, title and interests in and to all Intellectual Property Rights in the Aircall APIs, the Aircall Marketplace, the Developers Website, the Aircall Marks, the Aircall Solution, as well as any content thereof or therein; (ii) the limited license granted to You in Section 2.1 does not convey any rights in the Aircall APIs express or implied, other than those expressly granted herein. All rights not expressly granted to You are reserved by Aircall and its licensors.
2. Trademarks.
 1. During the Term of these API Terms, You may use and display the Aircall Marks solely to identify that the Customer Data originates from the Services, and/or to show that the Application interoperates with the Services; in each case, in compliance with Aircall’s guidelines available [here](#).
 2. You grant to Aircall a non-exclusive, worldwide, fully paid-up, royalty-free license, during the Term, to use Your name, Application name(s) and associated logos solely to enable Aircall to exercise its rights and perform its obligations under these API Terms.
3. Feedback. Aircall may ask for or collect and/or You may provide, written suggestions, enhancement requests, feedback or comments from time to time, including as part of Your access and/or use of the Aircall APIs, including identifying potential errors and improvements (collectively, “Feedback”). You acknowledge and agree that such Feedback shall be deemed the property of Aircall and its Affiliates. Aircall and its Affiliates shall exclusively own all now known or hereafter existing rights to the Feedback throughout the universe in perpetuity and shall be entitled to use the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to You. Aircall will treat any Feedback as non-confidential and non-proprietary.
4. Patent Non-Assertion. You covenant not to assert patent infringement claims against Aircall, Aircall Affiliates, or Aircall products and services including the Aircall APIs.

3. Confidentiality

Without written authority from the Disclosing Party to do so, the Receiving Party shall not and shall ensure that its Representatives do not: (i) use any Confidential Information except as necessary to carry out its obligations hereunder, or (ii) disclose to any person or entity any Confidential Information, provided that each Party may disclose Confidential Information to its Affiliates, and its and their

employees, agents, advisors and subcontractors who have a need to know, access and/or use the Confidential Information in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. The Receiving Party shall use the same care and discretion, but in no event less than a reasonable degree of care and discretion, to avoid disclosure as it uses with its own similar information that it does not wish to disclose, to safeguard the Confidential Information from unauthorized disclosure.

1. Information Security and Privacy

1. Privacy Roles and Responsibilities. You hereby represent and certify that You and/or the Integration Partner, as applicable, are acting as the data controller, as defined by the Applicable Data Protection Laws, of the Customer's Personal Data retrieved from the Services and/or the Aircall Solution via the Application. Nothing in these API Terms or the activities contemplated hereby shall be construed as (i) creating a joint controller relationship between You, the Integration Partner and/or Aircall or (ii) designating You, the Integration Partner and/or Your service provider(s) as an Aircall processor or sub-processor or (iii) designating Aircall as Your, the Integration Partner's and/or Your service provider's processor or sub-processor. You are solely responsible for compliance with Applicable Data Protection Law(s) regarding Your (and Your service provider's) Processing of Customer's Personal Data retrieved from the Services and/or the Aircall Solution, once such Customer's Personal Data is retrieved from the Services and/or the Aircall Solution. If the Integration Partner Processes such Customer's Personal Data, You must inform the Integration Partner that it is solely responsible for compliance with Applicable Data Protection Law(s) regarding its Processing of Customer's Personal Data. Should any of Your obligations under this Section 5 in relation to Customer Data conflict with Your obligations towards Customer's Personal Data under the Applicable Data Protection Law(s), the Applicable Data Protection Law(s) will prevail in relation to the concerned Personal Data.
2. Your and Your Service Providers' Privacy Obligations. In addition to Section 5.1 above, in relation to the Personal Data retrieved from the Services and/or the Aircall Solution via the Application, and to the extent set forth by the Applicable Data Protection Law(s), You are responsible for the following:
 1. You must have (or ensure that the Integration Partner has) in place, maintain and present Customers with a privacy policy (i.e., containing information on the Processing of Personal Data) that complies with Applicable Data Protection Law(s).
 2. You must ensure that the Processing of Customer's Personal Data via the Application complies with privacy principles set forth by the Applicable Data Protection Law(s), including lawfulness, fairness and transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity, confidentiality, and accountability.
 3. You will duly execute (or ensure that the Integration Partner executes) on all data subject rights requests from the concerned individuals related to Your (or the Integration Partner's) Processing of Customer's Personal Data retrieved via the Application.
 4. If applicable, You will (or ensure that the Integration Partner will) duly and demonstrably maintain records of Processing activities, adhere to the principles of privacy by design and by default, appoint a data protection office or designate a representative where applicable, carry out data protection impact assessment(s), notify of any Breach (as defined below) and cooperate with data protection authorities, if required.
 5. You will enter (or ensure that the Integration Partner will enter) into a data processing agreement with any third parties which Processes Customer's Personal Data retrieved via the Application on Your and/or the Integration Partner's behalf; You will also ensure that international transfers of Customer's Personal Data retrieved via the Application are based on a legitimate data transfer mechanism, which grants the Personal Data with adequate protection in the destination country.
3. Usage and Deletion of Customer Data. To the extent the Application Processes any Customer Data, You will

not (or You will ensure that the Integration Partner will not) and the Application will not, without appropriate prior Customer consent or except to the extent permitted by applicable law (i) modify the content of Customer Data in a manner that adversely affects the integrity of Customer Data; (b) disclose Customer Data to any third party; or (c) use Customer Data for any purpose other than providing the Application to Customers. You shall only Process (or ensure that the Integration Partner shall only Process) Customer Data that is strictly necessary to the proper access, use, or performance of the Application by Customers and You warrant to Aircall that You shall promptly delete (or ensure that the Integration Partner shall promptly delete) any Customer Data not reasonably necessary to the proper access, use, or performance of the Application by Customers.

4. Security. You shall (and You shall ensure that the Integration Partner) maintain and handle all Customer Data in accordance with the privacy and security measures required by the Applicable Data Protection Law(s); in any case no less than all measures reasonably adequate to preserve the confidentiality and security of the Customer Data. You certify that You have (and that the Integration Partner has) implemented and will maintain an effective information security program, including appropriate administrative, physical and technical safeguards and written policies and procedures, that (a) meets or exceeds industry standards with respect to the sensitivity of the data You, or the Integration Partner, are accessing or providing; (b) is compliant with applicable laws, rules or regulations (including data security and privacy laws, rules and regulations), and (c) is designed to prevent unauthorized access, use, processing, storage, destruction, loss, alteration, disclosure of Customer Data. You represent and warrant that any description You provide of Your information security program (and the Integration Partner's security program, as applicable) is accurate and complete, and Your information security program (and the Integration Partner's security program, as applicable) at a minimum complies with reasonable information security practices in the industry.
5. Permission from Customers and Ability to Uninstall. You and/or the Integration Partner must obtain express permission from each Customer before accessing Customer's Aircall accounts or Customer Data, and You shall ensure that each Customer will be informed of the nature and category of Customer Data that You and/or the Integration Partner will access and retrieve from the Services and/or the Aircall Solution. Unless expressly granted by Customer, an Application shall not, in any manner, (a) display any form of advertising within or connected to any Customer Data, or (b) make decision based solely on automated processing, including profiling, which would produce legal effects concerning an individual, or similarly significantly affect the individual. You agree that the Application shall allow each Customer to, promptly upon notification to You and/or the Integration Partner: (i) uninstall the Application at any time, and (ii) have its Customer Data deleted from the Application. In addition, upon such notification from a Customer, You shall either delete the Customer Data from Your service or request that the Customer Data be deleted from the Third-Party Service, as applicable.
6. Validation Process.
 1. Aircall may request that You submit the Application for Validation, including in the event You request to Publish the Application on the Aircall Marketplace. In the event Aircall requests that You submit the Application for Validation, such Validation by Aircall does not reduce or otherwise affect Your obligations or warranties under this Agreement. Upon any such request by Aircall, You will promptly provide Aircall with any documents and materials reasonably requested by Aircall, including the source code of the Application or other documents and materials from the Integration Partner (as applicable), to review, evaluate and test the Application. Upon completing such Validation, Aircall may, in its sole discretion, either approve the Application ("Validate") or reject the Application ("Rejection"). In the event of a Rejection, You shall (a) not publish the Application on any application marketplace, including Your own marketplace, as applicable, and (b) use reasonable efforts to correct the issues identified during the Validation process and resubmit the Application for a second Validation. At its discretion, Aircall may issue a final Rejection and either Party may terminate this Agreement.

2. As part of Validation, and at other times during the Term, Aircall may conduct a security review of the Application. As part of such security review, Aircall may require You to provide a completed questionnaire regarding security and/or may require security testing of the Application (and/or of the Third Party Service, as applicable), at Your expense, including remote application-level security testing and network-level security testing including a vulnerability threat assessment. Aircall may, however, conduct such testing itself or through a third party, at Aircall's expense. Aircall will provide You reasonable notice before conducting such testing and will reasonably cooperate with You to minimize the effects of such testing on Your business and operations. You agree to cooperate reasonably in any such testing at Your own cost and expense. Any of Your non-public information to which Aircall may obtain access in the course of such security testing will be considered Your Confidential Information.
3. If Aircall reasonably determines that the Application is insecure, Aircall can refuse to grant Validation or suspend or terminate use of the Aircall APIs and/or remove or refuse presence of the Application in the Aircall Marketplace until security issues are remedied. If any such security issue is not remedied within sixty (60) days of notice, Aircall may terminate this Agreement upon notice.
4. If during the Term, Aircall has reason to believe that the Application is adversely affecting Aircall's or its subscribers' technical infrastructure, software, or data, Aircall may suspend the Application's access to the Aircall APIs and its availability to Customers until the issue is resolved and may require the corrected Application to undergo re-Validation.
7. Data Breach. You shall and shall ensure that Your Representatives and service providers and the Integration Partner notify Aircall of any actual or suspected breach, unauthorized disclosure or compromise of Customer Data retrieved from the Services and/or the Aircall Solution (in each case, a "Breach") immediately upon becoming aware of such Breach at report@aircall.io, but no less than 24 hours of becoming aware of such Breach. If required by Applicable Data Protection Law(s), at Your (or the Integration Partner's) own expense, You (or the Integration Partner) will (a) notify governmental authorities and affected Customers of the Breach, (b) comply with Customer(s)' requests to exercise its/their rights under Applicable Data Protection Law(s), including to access, correct, delete, make portable, object to or restrict the processing of, or opt-out of sharing of their Personal Data, (c) promptly remedy the Breach to prevent further loss of Customer Data, (d) investigate the Breach, (e) take reasonable action to mitigate any future anticipated harm to Aircall or Customers, and (f) promptly answer Aircall's questions relating to the Breach, regularly communicate with Aircall on all steps taken for (a) to (e) above and cooperate with Aircall in a timely manner. In the event of any Breach, Aircall reserves the right to suspend Your (and/or the Integration Partner's) use of or access to all or a portion of the Services and/or the Aircall APIs and/or terminate this Agreement, in its sole discretion and without prior notice or liability to You or the Integration Partner.
8. Monitoring. You acknowledge and agree (or ensure that the Integration Partner acknowledges and agrees) that Aircall, its regulators, or an independent third party selected by Aircall may monitor or perform a security review of Your (and/or the Integration Partner's) compliance with (a) Your and/or the Integration Partner's information security program described herein, (b) Your and/or the Integration Partner's access to and/or use of the Aircall APIs, the Services and/or the Aircall Marketplace, and/or (c) these API Terms, including Section 6.1. You agree to (and ensure Your Representatives and the Integration Partner will) cooperate with Aircall and provide any information as Aircall may reasonably request from time to time. In the event that such monitoring or security review reveals a material failure to comply with any of the above, You shall bear the cost of such monitoring or security review and promptly cure such failure at Your own expense. Such monitoring or security review shall not be deemed an approval, warranty or certification of the Application, nor shall it limit Your liability for any breach of these API Terms. If requested, You must provide Aircall with proof that the Application complies with these API Terms.

2. Representations. Disclaimer of Warranties

1. You represent, warrant and covenant to Aircall that:
 1. All information You provide to Aircall in connection with the Application is true and accurate.
 2. To the extent the Application retrieves Customer Data from the Services and/or the Aircall Solution, (a) the Application will notify all Customers that their Customer Data will be transferred outside the Services/Aircall Solution, (b) You understand and comply with (and You ensure that Your Representatives and the Integration Partner understand and comply with) all representations and obligations in Section 5 hereof, and (c) that Aircall is not responsible for the privacy, security or integrity of Customer Data once such Customer Data is retrieved from the Services/Aircall Solution.
 3. You have and shall continue to comply, and shall cause Your Affiliates and Your and their Representatives to comply, with all applicable Anti-Corruption Laws.
 4. You and Your Representatives have not and shall not, directly or indirectly through third parties, offer, promise, authorize, pay, provide, accept, or solicit any bribe, kickback, or improper payment, gratuity, favor, or benefit to or from (i) any Public Official; (ii) any individual, entity, or organization while knowing that all or a portion of that money or thing of value will be offered, promised, or provided to a Public Official; or (iii) any other individual, entity, or organization, to obtain, retain, or direct any business or for any other improper purpose.
 5. You or Your Representatives are not or have not been accused of, or investigated or prosecuted for, violating any Anti-Corruption Laws.
 6. You will immediately report to Aircall (i) any concerns, suspicions, or actual knowledge of violations of Anti-Corruption Laws, or (ii) if You become the subject of any formal or informal investigation, prosecution, or government or judicial determination related to a violation of Anti-Corruption Laws.
2. You understand and acknowledge that Your violation of Sections 6.1.3 through 6.1.6 (included) shall be deemed a material breach of these API Terms and will entitle Aircall to be indemnified for and held harmless against any and all damages, fines, penalties, disgorgements, settlements, determinations, or claims faced by or imposed on Aircall or its Representatives to the extent attributable to the material breach of this Section by You or any of Your Representatives. Aircall may at any-time request evidence of Your compliance with Your obligations under Sections 6.1.3 through 6.1.6 (included).
3. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT THE AIRCALL APIS, THE AIRCALL MARKETPLACE, AND THE DEVELOPERS WEBSITE ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE," AND AIRCALL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. IN THE EVENT AIRCALL MAY NOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. AIRCALL FURTHER DOES NOT REPRESENT OR WARRANT THAT THE AIRCALL MARKETPLACE, THE DEVELOPERS WEBSITE OR ANY PORTION OF THE AIRCALL APIS WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, CONTINUOUS, OR ERROR-FREE. YOU ALSO ACKNOWLEDGE AND AGREE THAT AIRCALL CANNOT GUARANTEE THAT IP BASED COMMUNICATIONS ARE COMPLETELY SECURE, ERROR OR VIRUS-FREE.

3. Indemnification

You agree to indemnify, defend and hold harmless Aircall and its Affiliates ("Aircall Parties") 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: (i) any

breach or alleged breach of this Agreement by You; (ii) Your violation of any applicable laws, rules or regulations and/or the rights of a third-party; (iii) Your failure to promptly install any Updates of any Aircall APIs; and (iv) claims relating to the Customer Data and/or claims relating to any data transferred by You to third parties' applications. Further, You shall indemnify and hold harmless Aircall Parties against all damages, costs, and legal fees awarded against Aircall Parties by a court of competent jurisdiction in connection with such claims, or agreed to in a written settlement agreement approved in writing by Aircall.

1. Limitations of Liability

IN NO EVENT SHALL THE CUMULATIVE LIABILITY (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) OF AIRCALL OR ITS AFFILIATES ARISING OUT OF OR RELATING TO THESE API TERMS, YOUR USE OF THE AIRCALL APIs, OR YOUR APPLICATION, EXCEED ONE HUNDRED DOLLARS (US\$100). IN NO EVENT SHALL AIRCALL OR ITS AFFILIATES BE LIABLE FOR: (I) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, REPUTATIONAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND SUCH AS LOSS OF DATA OR PROFIT, OR BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, HARM TO THE IMAGE OR REPUTATION, OR ANY OTHER LOSS INCURRED BY YOU IN CONNECTION WITH THESE API TERMS, YOUR USE OF THE AIRCALL APIs, OR YOUR APPLICATION, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY EVEN IF AIRCALL OR ITS AFFILIATES HAVE BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RESULTING FROM THESE API TERMS, YOUR USE OF THE AIRCALL APIs, OR YOUR APPLICATION MUST BE PROVIDED OFFICIALLY IN WRITING TO AIRCALL BY REGISTERED MAIL WITH RECEIPT ACKNOWLEDGEMENT ADDRESSED TO ITS HEAD OFFICE WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION HAS ARISEN OR IT SHALL BE DEEMED WAIVED BY YOU.

1. Term, Suspension and Termination

1. Term. This Agreement shall commence on the Effective Date and will remain in effect until terminated pursuant to this Agreement, including this Section 9 (the "Term").

- 1. Suspension. Aircall has the right to limit or suspend Your use of or access to all or a portion of the Aircall APIs or the Aircall Marketplace, and/or Your access to the Partner Account, in its sole discretion and without prior notice or liability to You. Aircall reserves the right, in its sole but reasonable discretion, to delete, remove or block access to, all or part of any Customer Data that may violate or infringe any applicable laws, rules or regulations, Aircall's end user license agreement, or any third-party rights, or otherwise expose or potentially expose Aircall to civil or criminal liability.
 2. Termination. Aircall may, without prior notice or liability to You, terminate these API Terms, terminate Your Partner Account, remove the Application from the Aircall Marketplace, terminate Your license to the Aircall APIs or the Aircall Marks at any time and for any reason without any liability whatsoever. You may terminate these API Terms by ceasing all access to and use of the Aircall APIs and by removing the Application from the Aircall Marketplace.

1. Governing Law

All claims in connection with these API Terms and/or the Aircall APIs shall be governed by the laws of the state of New York, without regard to its conflict of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to these API Terms shall be in an appropriate state or federal court located in the city of New York, NY and You hereby unconditionally waive Your right to a jury trial. A printed version of these API Terms shall be admissible in judicial or administrative proceedings. If for any reason a court of competent jurisdiction finds any provision of these API Terms, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to reflect the intent of these API Terms, and the remainder of these API Terms shall continue in full force and effect.

1. Notices

Except as otherwise provided herein, any notice, approval, request, authorization, direction or other communication must be in English and shall be deemed to have been fully given when made in writing: (a) on the delivery date if delivered personally, by confirmed facsimile, or by email to Your email address listed in the Partner Account or as otherwise associated with your Aircall Account if to You,

and to legal@aircall.io if to Aircall; or (b) five (5) business days after deposit with a reputable overnight courier service, to the address provided in the Partner Account or as otherwise associated with Your Aircall Account if to You, and to Aircall.io, Inc., 381 Park Ave South, Floor 16, New York, NY 10016, Attention: Legal Department, with a copy emailed to legal@aircall.io if to Aircall. You are solely responsible for the accuracy and completeness of Your physical address and email address and must immediately update Your address, including email address, upon any change. You acknowledge and agree that all electronic notices have the full force and effect of paper notices.

1. Amendments

Except as otherwise provided, these API Terms may only be modified by a written amendment (provided electronically or otherwise) executed by authorized representatives of both parties. In no event will handwritten changes to any terms or conditions be effective. Notwithstanding anything set forth in this Agreement, Aircall may modify these API Terms at any time without prior notice to You. Your continued use of the Aircall APIs or the Aircall Marketplace will be deemed Your acceptance of any modifications to these API Terms.

1. General Provisions

- 1. Independent Contractors. You and Aircall are independent contractors and these API Terms will not establish any relationship of partnership, joint venture, employment, franchise or agency between You and Aircall. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind, the other Party.
 2. Non-Exclusivity. Nothing in the API Terms is intended to create, nor shall it be construed as creating, any exclusive arrangement between the Parties. The API Terms shall not restrict either Party from entering into similar arrangements with others, provided it does not breach its obligations under these API Terms by doing so, including any confidentiality obligations.
 3. No Waiver. Aircall's failure or delay in exercising any right herein will not operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right herein.
 4. Entire Agreement. These API Terms, including all other documents linked or otherwise incorporated or referenced herein, sets forth the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding the subject matter hereof (including any prior version of the API Terms).
 5. Assignment. All the terms and provisions of these API Terms shall be binding upon and inure to the benefit of Your heirs, successors, permitted assigns and legal representatives. Aircall shall be permitted to assign these API Terms without notice to or consent from You. You shall have no right to assign or otherwise transfer these API Terms, or any of Your rights or obligations hereunder, to any third party without Aircall's prior written consent, to be given or withheld in Aircall's sole discretion.
 6. Competitive or Similar Materials. You agree that Aircall is not precluded from discussing, reviewing, developing for itself, acquiring, licensing, publishing, or developing for or by third parties, as well as marketing and distributing materials, products or services that are similar to or otherwise compete with Your products or services, including any Application, provided that Aircall does not use Your Confidential Information in so doing.
 7. Export Control. You shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release the Application to any jurisdiction or country to which, or any party to whom, the export, reexport, or release of such Application is prohibited by applicable laws, rules and/or regulations. You shall be responsible for any breach of this Section 13.7 by Your, and Your successors' and permitted assigns', parent, Affiliates, distributors,

resellers, vendors, and Your and their Representatives. You shall comply with all applicable laws, rules and/or regulations and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any Application. You and Your Representatives shall not conduct any business with or engage in any transaction or arrangement with or involving, directly or indirectly, any person or entity that is subject to any Sanctions or any countries subject to Sanctions (including the Crimea Region of Ukraine, Cuba, Iran, North Korea, and Syria).

8. Survival. The following Sections shall survive any termination or expiration of these API Terms: Section 1 (Definitions), Section 2 (Use of the Aircall APIs), Section 3 (Intellectual Property), Section 4 (Confidentiality), Section 5 (Information Security and Privacy), Section 6 (Representations. Disclaimer of Warranties), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 10 (Governing Law), Section 11 (Notices), and Section 13 (General Provisions). In addition, any provisions of these API Terms that by their nature are intended to survive, will survive termination.