Beta Services Terms & Conditions

These Beta Services Terms govern your use of the Beta Services, as defined below, and are incorporated into, complement, and form part of the Aircall Terms and Conditions, or other agreement you have with Aircall governing your use of Aircall Services ("T&Cs"). Capitalized terms not defined here will have the meanings in the T&Cs.

1. Participation. By opting to access Aircall's Beta Services, you hereby acknowledge and agree that the terms hereunder ("Beta Terms") will apply to your use of the Beta Services until the release of the Beta Services into general availability or discontinuation of the provision of the Beta Services ("Beta Phase").

2. Beta Services. "Beta Services" means a Service, or a feature of a Services, that is designated or presented to the user as alpha, beta, experimental, pilot, limited release, in development, developer preview, early access, non-production, evaluation, such that it is provided prior to release into general availability.

The Beta Services are provided to Customer free of charge for the duration of the Beta Phase. In the event Beta Services are released into general availability, the Service will be made available for subscription to the Customer as part of Aircall Plans for this Service. Customer will retain access to Beta Content (as defined below) that is created by use of Beta Services (e.g. summarizations, action items etc.) unless Customer elects not to subscribe to the new service or feature. IN THIS CASE ALL BETA CONTENT CREATED BY THE USE OF BETA SERVICES WILL BE DELETED AT THE END OF BETA PHASE.

3. Disclaimer of Warranties. THE BETA SERVICES ARE BEING PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. AS SUCH, CUSTOMER ACKNOWLEDGES THAT THE BETA SERVICES MAY CONTAIN BUGS, ERRORS, NOT OPERATE AS INTENDED OR DESIGNATED, OR OTHER PROBLEMS, AND MAY BE SUBSTANTIALLY MODIFIED PRIOR TO BROADER AVAILABILITY OR WITHDRAWN ENTIRELY AT THE SOLE DISCRETION OF AIRCALL. AIRCALL WILL HAVE NO TECHNICAL OR OTHER SUPPORT OBLIGATIONS TO CUSTOMER WITH RESPECT TO BETA SERVICES. AIRCALL MAKES NO REPRESENTATIONS OR WARRANTIES FOR BETA SERVICES, INCLUDING ANY WARRANTY THAT BETA SERVICES WILL BE GENERALLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, OR THAT CONTENT WILL BE SECURE OR NOT LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, AIRCALL EXPRESSLY DISCLAIMS ALL WARRANTIES FOR BETA SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE

CUSTOMER ASSUMES ALL RISKS AND ALL COSTS ASSOCIATED WITH CUSTOMER'S USE OF THE BETA SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA.

4. Feedback and Services Improvement. The Beta Services are made available to Customer for the purposes of evaluation and feedback, including comments, and suggestions ("Feedback") from Customer, provided without any compensation or reimbursement of any kind from Aircall. Any Feedback Customer may provide regarding the Beta Services is entirely voluntary and will be owned solely by Aircall. Aircall will be free to use such feedback, as it sees fit and without any obligation to the Customer. Aircall may monitor how Customer uses the Beta Services and use that information, and where applicable, the Customer Input and Output of the Beta Services ("Beta Content") to develop and improve such Beta Services.

5. Customer Data and Content. Customer retains ownership over Beta Content created using the Beta Services. Aircall does not claim ownership rights in any of the Customer Input or Output. However, by using the Beta Services, Customer grants Aircall a worldwide, non-exclusive, royalty-free license to: (i) host, reproduce, distribute, communicate, and utilize Beta Content; and (ii) use Beta Content to develop and improve the Beta Services. In doing so, Aircall shall take reasonable measures to maintain the security of the Beta Content. For the sake of clarity, the Beta Content will not be used for training or fine tuning of machine learning and artificial intelligence algorithms and models.

Customer acknowledges that it has sole responsibility for the accuracy, quality, and legality of the data provided by the Customer to Aircall and the means by which Customer acquired such data and that the data may be processed under the Beta Terms without violating any third parties' rights, contractual obligations or applicable laws.

6. Intellectual Property. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY INNOVATIONS, IMPROVEMENTS, MODIFICATIONS OR

OTHER DEVELOPMENTS MADE UPON CUSTOMER'S FEEDBACK AND MONITORING OF CUSTOMER'S USE ARE THE INTELLECTUAL PROPERTY OF AIRCALL.

7. Confidentiality Customer acknowledges and agrees that: (i) the Beta Services constitute Confidential Information as defined in the T&Cs (ii) the successful market launch of commercial versions of the Beta Services requires Customer to keep all Aircall data and information discussed and/or made available through the Beta Phase or contained in Beta Services, strictly confidential; (iii) the premature release of any of the Confidential Information would damage Aircall's competitive and intellectual property interests; and (iv) information about the Beta Services shall not be shared with anyone other than other authorized users of the Beta Services, which may include Customer's users.

8. Term and Termination. These Beta Terms will remain in effect for as long as Customer uses the Beta Services and/or until release to general availability or discontinuation of the Beta Services. These Beta Terms will automatically terminate upon any breach by Customer of any of Customer's obligations herein including breach of confidentiality obligations. Customer breach of any of its obligations under the Beta Terms may result in the immediate termination of access and use of other Beta Services, and/or use of Aircall Services. Upon 30 days following termination of the Beta Phase, Aircall shall cease to process Customer's Beta Content for development and improvement of the Beta Services and shall delete any copies thereof.