

These Aircall Affiliate Partner Program Terms and Conditions available at <https://legal.aircall.io/#affiliate-partner-program> govern Aircall's offering of, and Partner's participation in, Aircall's Affiliate Partner Program ("**Partner Program**"), (together, the "**Partner Agreement**" or "**Agreement**"). The Partner Agreement constitutes a binding agreement between Aircall and Partner (each, a "**Party**"). Partner agrees to be bound by the Partner Agreement by executing, including clicking through, any document that references these terms or by participating in the Partner Program.

1. **Definitions.** Unless otherwise defined in the Agreement, capitalized terms have the following meanings:

- a. "**Affiliate Link**" means a link to a unique URL that directs to a page on the Aircall website where a user can complete a Form that will be identifiable as a referral made by Partner through the Partner Program.
- b. "**Aircall**" means Aircall.io Inc. a Delaware corporation and its Subsidiaries.
- c. "**Aircall Technology**" means the technology and Intellectual Property that Aircall uses to provide its products and services, including computer software programs, websites, networks, and equipment. Aircall Technology includes all Aircall Services and the Partner Portal.
- d. "**Commission**" means the amount payable to Partner by Aircall as compensation.
- e. "**Customer**" means a customer (other than Partner) that purchases Services from Aircall as a result of Partner's qualifying activities under the Partner Program.
- f. "**Data Protection Laws**" means all applicable laws relating to the collection, protection, security, transfer, storage, use, sharing, disclosure, and more generally any processing of Personal Information in all applicable jurisdictions, including (A) U.S. federal and state legislation, such as the California Consumer Privacy Act of 2018, as amended, including by the California Privacy Rights Act ("CCPA"); (B) the General Data Protection Regulation of April 27, 2016 (Regulation (EU) 2016/679) ("GDPR"), and any implementing or equivalent national laws, and (C) the EU e-Privacy Directive.
- g. "**Disqualified Referral**" means any lead or referral determined to be ineligible at any time in Aircall's sole discretion.
- h. "**Eligible Referral**" means a user that is not a Disqualified Referral and clicks on Partner's Affiliate Link. A lead or referral may be deemed an Eligible Referral at any time in Aircall's sole discretion.
- i. "**Form**" means a sales order or other method used to purchase or subscribe to Aircall Service(s) from Aircall.
- j. "**Intellectual Property**" means all trade secrets, patents and patent applications, Marks, copyrights, moral rights, rights in Inventions, and all other intellectual property and proprietary

rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent rights that may exist anywhere in the world.

- k. “**Invention**” means any work of authorship, invention, know-how, device, design, algorithm, method, process, improvement, concept, idea, expression, discovery, or invention, whether or not copyrightable or patentable and whether or not reduced to practice.
- l. “**Lead Personal Data**” means any personal data, within the meaning of Applicable Data Protection Laws, relating to an identified or identifiable natural person acting on behalf of a prospective customer organisation referred to Aircall under this Agreement.
- m. “**Loss**” means any liability, loss, claim, settlement payment (including any settlement the Indemnitee agrees to pay as long as it is in a written settlement approved by Indemnitor in writing), cost and expense, interest, award, judgment, damages (including punitive damages), fines, fees, penalties, or other charges, filing fees and court costs, witness fees, costs of investigating and defending third party claims, and reasonable attorneys’ and other professionals’ fees, and any other fees.
- n. “**Mark**” means any trade names, trademarks, service marks, marks and logos owned by a Party (whether registered or unregistered and including any goodwill acquired in such trademarks).
- o. “**Partner**” means the Party who enters into a partnership agreement with Aircall or participates in the Partner Program.
- p. “**Partner Portal**” means the website Aircall provides or manages (including sites provided by third parties such as PartnerStack at www.partnerstack.com) containing information for Partners about Aircall’s Services and the Partner Program.
- q. “**Personal Information**” means any information exchanged by the Parties that relates to an identified or identifiable natural person or that reasonably could be used to identify that person, or other data or information defined as personal information under applicable laws.
- r. “**Service**” means the products, software, and service offered by Aircall and/or provided to a Customer by Aircall that is eligible for Commission.
- s. “**Subsidiary**” or “**Subsidiaries**” means any legal entity worldwide in which a Party, directly or indirectly, owns or controls more than fifty percent (50%) of the stock, shares, membership or other indicia of ownership.

2. **Partner Program.** The Partner Program is designed to give you the opportunity to learn about Aircall Services, and to encourage you to promote Aircall Services to Customers. To participate in the Partner Program, you must be at least the age of majority in your country of residence, and by entering into this Agreement you certify to Aircall that you are at least the age of majority where you live.

3. **Marketing.**

- a. Aircall shall make available to Partner a variety of graphic and textual Aircall Marks and images that serve to identify Partner as a member of this Partner Program and that may be used in Affiliate Links and for marketing the Services. Partner may, subject to the terms and conditions herein, display Affiliate Links as often and in as many areas on Partner's website as Partner desires; however, the Affiliate Links must land on the page on Aircall's website designated by Aircall. Partner shall cooperate fully with Aircall in establishing and maintaining Affiliate Links. Partner shall only display Aircall Marks and images provided to Partner by Aircall. Aircall may change or remove Aircall Marks and images from time to time in its sole discretion, and Partner shall promptly update its website and any affected Affiliate Links.
- b. Each Party may add codes ("**Partner Codes**") to its own graphic and textual images and links to identify the other Party as the originator of a lead on the condition that Partner Codes do not, in any way, alter the look, feel, or functionality of the other Party's website(s). Neither Party shall modify the Partner Codes added by the other Party.
- c. If a Party wishes to create, publish, distribute, or permit any other material that makes reference to the other Party, such Party must first obtain the other Party's express written consent, which may be granted or withheld in the other Party's sole discretion.

4. **Fees and Payment.** Each accepted lead or referral will expire according to the information provided in the Partner Portal from the date the lead clicked on the Affiliate Link. We will pay you Commission as described in this Agreement and the Partner Portal for each new Eligible Referral, provided that you remain eligible to receive Commission pursuant to the terms of this Agreement. Aircall will have no obligation to pay you any Commissions for any Disqualified Referrals. Partner may not be entitled to receive Commission on any additional purchases of Aircall Services by that same Customer.

- a. **Offset.** Aircall may deduct any amount owed by you to Aircall, including any credits or commissions Aircall paid you on previous Forms where Aircall issued the user a refund or for unpaid balances on Partner's own Aircall Service or account.
- b. **Taxes.** You shall be responsible for all taxes, duties, VAT charges and similar taxes and fees which are levied or imposed by reason of any amounts paid to you pursuant to this Partner Program, including but not limited to taxes on your income.

5. **Proprietary Rights.**

- a. **Aircall Technology.** Aircall retains and owns all right, title, and interest in all Intellectual Property rights in the Aircall Technology, Aircall's Confidential Information, the Services, and all enhancements or improvements to, or derivative works of, the foregoing. Nothing in the Agreement transfers to Partner any ownership interest in the Aircall Intellectual Property.
- b. **Restrictions.** Partner shall use the Services only as set forth in the Agreement. Partner shall not (A) reverse assemble, reverse engineer, decompile, or otherwise attempt to derive source code from any of the Aircall Technology; (B) reproduce, modify, create, or prepare derivative works of any of the Aircall Technology; (C) except as permitted by this Agreement, distribute or display any of the Aircall Technology; (D) share, sell, rent, lease, or otherwise

distribute access to the Services, or use the Services to operate any timesharing, service bureau, or similar business; (E) alter, destroy, or otherwise remove any proprietary notices within the Aircall Technology; or (F) disclose the results of any Service or program benchmark tests to any third parties without Aircall's prior written consent.

c. **Marketing Activities; Aircall Marks.** In conducting any marketing activities under a Program, Partner shall use only those marketing materials Aircall provides (either directly or through <https://aircall.io/brand/>) or otherwise made available to Partner ("**Aircall Assets**"). Partner shall use the Aircall Assets and Aircall Marks in compliance with all guidelines Aircall provides. Partner shall not modify the Aircall Assets or Aircall Marks without Aircall's prior written approval. Aircall grants Partner a limited, non-exclusive, non-transferable, non-assignable, revocable right to display the Aircall Assets and Aircall Marks solely to fulfill its obligations under the Agreement. Notwithstanding the foregoing, Aircall retains all right, title, and interest in the Aircall Assets and Aircall Marks, and nothing in the Agreement confers any right of ownership in the Aircall Assets or Aircall Marks on Partner, and all use of them inures to Aircall's benefit.

d. **Suggestions and Feedback.** If either Party provides the other Party with any suggested improvements to a Program, Aircall Assets, the Partner Portal, Intellectual Property, the Services, Partner's products or services of such Party, then that Party also grants the other Party a nonexclusive, perpetual, irrevocable, royalty free, worldwide license, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of such suggested improvements. Notwithstanding the foregoing, nothing in this Section 5(d) (*Suggestions and Feedback*) grants a Party a license to use any Inventions covered by a registered patent owned by the other Party.

6. **Modification.** Aircall may modify the Partner Program and Partner Agreement at any time. By continuing to participate in the Partner Program, you accept any modifications we make to this Agreement. Partner Program terms and benefits are subject to change or termination in Aircall's sole discretion. If you do not agree to changes to the Agreement or the Partner Program, you must stop participating in the Program.

7. **Term and Termination.**

a. **Term.** The initial term of the Agreement will begin on the effective date and will continue unless terminated by Partner or Aircall.

b. **Termination for Convenience.** Either Party may terminate the Agreement immediately by notice to the other Party.

c. **Effects of Termination.** Upon termination, subject to a Party's wind down obligations, (i) all rights and licenses granted under the Agreement will immediately terminate; (ii) Partner shall cease all use of the Aircall Marks and Aircall Assets; (iii) each Party will remain liable for all amounts owed to the other Party; (iv) upon request, each Party will immediately return or, if instructed, destroy the other Party's Confidential Information in its possession or control other than in automatic computer backups. A Party is not required to destroy or return any

Confidential Information that must be retained for regulatory, legal, or audit purposes or for compliance with its document retention policies and has no obligation to destroy electronic copies made as part of its routine archival or backup procedures. All provisions that by their nature should survive termination will do so (including, for example, payment obligations, indemnification and defense obligations, and duties of confidentiality).

8. Confidential Information.

- a. **Confidential Information.** “**Confidential Information**” means any information disclosed by a Party to the other Party, either directly or indirectly, in writing, orally, or by inspection that (i) is designated as "Confidential," "Proprietary," or some similar designation or (ii) by the nature of the information or the circumstances surrounding disclosure, would be reasonably understood as proprietary or confidential.
- b. **Exclusions.** Confidential Information does not include information (i) that is or becomes generally available to the public other than through the action of the receiving Party; (ii) lawfully in the possession of the receiving Party at the time of disclosure without restriction on use or disclosure; (iii) lawfully obtained by the receiving Party from a third party without restriction on use or disclosure or breach of such third party's obligations of confidentiality; or (iv) independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
- c. **Disclosures Required by Law.** If any applicable law, regulation, or judicial or administrative order requires the receiving Party to disclose any of the disclosing Party's Confidential Information (a “**Disclosure Order**”) then, unless otherwise prohibited by the Disclosure Order, the receiving Party will promptly notify the disclosing Party in writing prior to making any such disclosure, in order to facilitate the disclosing Party's efforts to protect its Confidential Information. Following such notification, the receiving Party will cooperate with the disclosing Party, at the disclosing Party's reasonable expense, in seeking and obtaining protection for the disclosing Party's Confidential Information. If, in the absence of a protective order or other remedy or the receipt of a waiver by the disclosing Party, the receiving Party is legally compelled to disclose Confidential Information by any tribunal, regulatory authority, agency, or similar entity, the receiving Party may disclose, without liability hereunder, that portion of the Confidential Information which is legally required to be disclosed and the receiving Party will exercise its best efforts to preserve the confidentiality of the remaining Confidential Information.
- d. **Restrictions on Use and Disclosure.** Subject to the permitted disclosures set forth in Section 8(c) (*Disclosures Required by Law*), the receiving Party shall hold Confidential Information in strict confidence and shall not directly or indirectly disclose Confidential Information to third parties. The receiving Party may disclose Confidential Information to an employee, advisor, or consultant (“**Representatives**”) who needs such access in order to fulfill a Party's obligations under these Terms on the condition that the receiving Party: (i) ensures that such Representatives are bound by a written agreement that is as substantially

protective as the Agreement; and (ii) accepts full responsibility for its Representatives' use of the Confidential Information. The receiving Party shall protect Confidential Information from unauthorized access and disclosure using the same degree of care, but in no event less than a reasonable standard of care, that it uses to protect its own Confidential Information and refrain from reverse engineering, decompiling, or disassembling any Confidential Information.

- e. **Notice.** Each Party will notify the other Party without undue delay in accordance with applicable laws of unauthorized access, use, or disclosure of Confidential Information. Each Party shall provide the other Party with information regarding the incident as required by applicable laws or as reasonably requested by the other Party to comply with its obligations under applicable laws. Each Party shall use commercially reasonable efforts to (i) identify the cause of the incident and (ii) remediate the cause of the incident within its systems, to the extent such remediation is within Aircall's reasonable control.

9. Data Protection.

- a. **Purpose Limitation.** Notwithstanding anything to the contrary in Section 9, the Partner shall use any data or information (including Lead Personal Data, and other business or technical information) received from Aircall solely for the purposes of fulfilling its obligations and exercising its rights under this Agreement, and shall not use such data for any other purpose, including for its own marketing, analytics, or competitive activities, unless expressly authorised in writing by Aircall. Where such data is made available via the Partner Portal, the Partner shall:
 - i. access and process such data only as necessary for the purposes of this Agreement;
 - ii. comply with all security and confidentiality requirements of the Partner Portal; and
 - iii. not extract, download, or use such data for purposes other than those expressly permitted under this Agreement.
- b. The Parties acknowledge that, in connection with this Agreement, they may process Personal Information (including Lead Personal Data) and other information that is subject to applicable Data Protection Laws. Each Party shall comply with all applicable privacy, data protection, and security laws, including the EU General Data Protection Regulation (Regulation (EU) 2016/679), the UK GDPR, and any other applicable Data Protection Laws, in relation to such processing. The Parties further acknowledge that their respective roles in relation to Lead Personal Data may vary depending on the nature of the processing, as set out in this Section, and agree to comply with the applicable terms for each role. Where applicable, the Parties acknowledge that Aircall acts as a “business” and Partner acts as a “service provider” within the meaning of the CCPA in respect of any Personal Information (including Lead Personal Data) processed under this Agreement.
- c. **Processing of Lead Personal Data – Controller to Controller.**
Where the Partner provides Aircall with Lead Personal Data under this Agreement in its

capacity as an independent controller:

- i. The Partner warrants that it has complied with all applicable Data Protection Laws in its collection and disclosure of such data, obtained all rights necessary to share it with Aircall, and, where required, obtained legally valid consent for the intended use of such data.
- ii. The Partner shall, upon request, provide Aircall with information reasonably necessary to demonstrate lawful collection and enable Aircall to respond to any data subject requests or inquiries from a supervisory authority relating to such data.
- iii. Each Party shall implement and maintain appropriate technical and organisational measures to protect Lead Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such data.
- iv. Each Party shall retain Lead Personal Data only for as long as necessary for the purposes of this Agreement or as required by law, and shall then securely delete or irreversibly anonymise it.
- v. Where a Party transfers Lead Personal Data from the EEA/UK to a country without an adequacy decision, that Party shall ensure a valid transfer mechanism is in place, and where appropriate, the Parties incorporate by reference the EU Standard Contractual Clauses, Module 1 (Controller-to-Controller), and the UK International Data Transfer Addendum, as further specified in Schedule 2 to this Agreement.

d. Processing of Lead Personal Data – Controller to Processor.

Where Aircall provides the Partner with Lead Personal Data under this Agreement, Aircall acts as a controller and the Partner acts as a processor. The Partner shall process such data in accordance with the Data Processing Agreement attached as Schedule 1 to this agreement, which is hereby incorporated into and forms part of this Agreement, and shall apply automatically to such processing.

e. No Information Selling or Sharing for Cross-Context Behavioral Advertising;

Compliance with the CCPA. Partner and Aircall do not accept or disclose any Personal Information (including Lead Personal Data) as consideration for any payments, services, or other items of value. Aircall and Partner do not sell or share any Personal Information, as the terms “sell” and “share” are defined in the CCPA. Aircall and Partner only process Personal Information for the business purposes specified in the Partner Agreement. Aircall and Partner do not retain, use, or disclose Personal Information (i) for cross-context behavioral advertising, or (ii) outside their direct business relationship. Aircall and Partner do not combine Personal Information with other data.

10. Warranties.

a. **Mutual Warranties.** Each Party represents and warrants to the other Party that (i) it has the authority to enter into the Agreement and perform its obligations hereunder; (ii) the Agreement does not conflict with any other agreement entered into by it; (iii) it does not conduct business for any unlawful purpose; and (iv) it is not on the United States Department of Treasury, Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons; Her Majesty's Treasury, Asset Freezing Unit's Consolidated List of Financial Sanctions Targets; the European Union's consolidated list of persons, groups, and entities subject to EU financial sanctions; or any similar list of embargoed or blocked persons applicable to persons or entities in the jurisdiction of such Party's domicile or performance of the Agreement.

b. **Partner Warranties.** Partner represents and warrants that:

- i. It will not quote or negotiate prices for Aircall Services;
- ii. It will clearly and conspicuously disclose Partner's material connection to Aircall when promoting Aircall's Services or sharing Affiliate Links, including that Partner may receive benefits for Eligible Referrals, and all disclosures must be easily visible, understandable, and compliant with applicable laws and regulations, including the FTC's Endorsement Guides;
- iii. No portion of any Commissions paid or payable to Partner will be paid to, or accrued directly or indirectly for the benefit of, any person, firm, corporation or other entity, other than Partner;
- iv. Partner has not and will not, directly or indirectly, offer, promise, authorize, or provide any money or thing of value to: (a) any government official, employee, or agent; (b) any political party, official, or candidate; or (c) any person or entity acting on their behalf or for their benefit, with the intent or effect of influencing any act or decision to gain or retain business or secure any improper advantage, including through bribery, extortion, kickbacks, or other unlawful means;
- v. the information Partner provides in connection with any Program is current, accurate, and complete;
- vi. to the extent Partner provides any Personal Information of data subjects protected by the GDPR or UK GDPR, Partner has the affirmative prior consent of the data subjects to provide such Personal Information to Aircall; and
- vii. Partner will not engage in any unfair or deceptive marketing practices whether by statement, act, omission, or implication and will immediately cease all such marketing upon a written request from Aircall.

c. **Disclaimer of Implied Warranties.** Except as expressly provided in the Agreement, the Programs, the Partner Portal, the Services, and the Aircall Technology are provided on an "as is" and "as available" basis, and neither Party makes any warranties of any

kind, whether express, implied, statutory, or otherwise, and each party specifically disclaims all implied warranties to the maximum extent permitted by applicable law.

11. **Indemnification.** Partner will indemnify and defend Aircall against any Losses arising from a third-party claim that results from Partner's participation in the Partner Program, breach of the Agreement, or results from Partner's violation of applicable law. Aircall reserves the right, at its own expense, to assume the exclusive defense and control of such disputes, and in any event Partner will cooperate with Aircall in asserting any available defenses.

12. **Exclusion of Certain Claims; Limitation of Liability; Limitation of Claims.**

- a. **EXCLUSION OF CERTAIN CLAIMS.** IN NO EVENT SHALL AIRCALL BE LIABLE TO PARTNER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR LOST PROFITS DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING DAMAGES FOR LOSS OF DATA, GOODWILL, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK, OR IMPAIRMENT OF OTHER ASSETS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (I) THE PERFORMANCE OR NONPERFORMANCE OF THE AGREEMENT OR OF PRODUCTS, SOFTWARE, OR SERVICES PROVIDED UNDER THE AGREEMENT, OR (II) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT, INDEMNITY, OR ANY EXPRESS OR IMPLIED WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.
- b. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF AIRCALL OR ITS SUBSIDIARIES EXCEED ONE THOUSAND DOLLARS (\$1,000).
- c. **Limitation of Claims.** Partner may not bring any claim relating to the Partner Agreement more than one year after the event giving rise to the claim occurred.
- d. **General.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some or all of the above exclusions or limitations may not apply and the Parties may have additional rights.

13. **Miscellaneous.**

- a. **Relationship of the Parties.** The Agreement does not create a partnership, joint venture, agency, or fiduciary relationship between the Parties. Partner's and Aircall's other business partners are independent of Aircall and are not Aircall's agents. Either Party may disclose any terms of Aircall's Partner Program that are publicly available, including information about commissions, and the existence of this Agreement. Each Party shall conduct its business in compliance with applicable laws.
- b. **No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies on third parties, including Customers.

- c. **Governing Law; Jurisdiction and Venue.** The Agreement will be governed by laws of the State of New York, without regard to any laws, treaties, or conflicts of laws principles that would apply the law of any other jurisdiction. For any claims or causes of action arising out of the Agreement, the Parties agree to the exclusive jurisdiction of, and venue in, the state and federal courts located in New York County, NY, and Partner hereby unconditionally waives its right to a jury trial.
- d. **Equitable Relief.** Each Party acknowledges that damages may be an inadequate remedy if the other Party violates its obligations under the Agreement, and each Party shall have the right, in addition to any other rights it may have, to seek injunctive relief without any obligation to post any bond or similar security.
- e. **Force Majeure.** Neither Party will be responsible for failure or delay of performance caused by circumstances beyond its reasonable control, including earthquake, storm, or other act of God; labor disputes; electrical, telecommunications, or other utility failures; embargoes; riots; acts of government; or acts of terrorism or war (collectively, “**Force Majeure Condition**”). A Party seeking relief from performance under this Section 13(f) (**Force Majeure**) must (i) provide notice of such circumstances to the other Party as soon as practicable, (ii) use all commercially reasonable efforts to avoid or mitigate such circumstances, and (iii) resume performance as soon as practicable upon the cessation of the circumstances. If the failure or delay continues for more than 30 days, the other Party may, in its discretion, terminate this Agreement. That termination will not result in any liability by either Party.
- f. **Notices.** Aircall will communicate announcements of general interest by email or by posting on its website or in the Partner Portal. Aircall will provide Partner with legal notices by email, mail, or courier to the address provided by Partner. Partner shall immediately notify Aircall if Partner’s address for notice changes. Except as otherwise specified in the Agreement, all notices must be in writing, with legal notices sent to legal@aircall.io.
- g. **Successors and Assigns.** Either Party may assign the Agreement without the other Party’s consent to an entity that acquires all or substantially all of its assets or that is a Subsidiary of the assigning Party, provided that (i) the assigning Party must provide notice to the other Party of the assignment, (ii) the assignee must agree in writing to be bound by the Agreement, and (iii) the non-assigning Party may prohibit assignment to a competitor. Except as provided above, neither Party may assign its rights or obligations under the Agreement without the other Party’s prior written consent, such consent not to be unreasonably withheld or delayed, and any attempt to so assign the Agreement will be null and void. The Agreement will bind and inure to the benefit of each Party’s permitted successors and assigns.
- h. **Severability.** If any provision of the Agreement is determined to be invalid or unenforceable by any court, then to the fullest extent permitted by law, that provision will be deemed modified to the extent necessary to make it enforceable and consistent with the original intent of the Parties and all other provisions of the Agreement will remain in full force and effect.

- i. **Waiver.** No waiver of any provision of the Agreement, nor consent by a Party to the breach of or departure from any provision of the Agreement, will in any event be binding on or effective against such Party unless it is in writing and signed by such Party, and then the waiver will be effective only in the specific instance and for the purpose for which given.
- j. **Entire Agreement.** The Partner Agreement, and all other terms incorporated by reference, constitutes the entire agreement and understanding between the Parties.

Schedule 1

EU Standard Contractual Clauses (Controller-to-Controller, Module 1)

Preamble

This Schedule forms part of, and is incorporated into, the Agreement accepted by the Partner. It applies automatically and with immediate effect where, in connection with the activities under the Agreement, the Parties transfer Lead Personal Data from the EEA/UK to a country that does not benefit from an adequacy decision under Applicable Data Protection Laws, and the Parties act as independent controllers in respect of such data, and no other lawful transfer mechanism is in place.

The Parties incorporate by reference the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679, as set out in the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 ("SCCs"), Module 1 (Controller-to-Controller), including as amended or replaced from time to time.

1. **EU Data Transfers.** For the purposes of the SCCs, the Parties agree to the following:
 - a. Each Party may act as a data exporter or a data importer, depending on the origin and destination of the transfer of Lead Personal Data under this Agreement;
 - b. SCCs Module 1: Transfer controller to controller will apply;
 - c. Clause 7 – Optional – Docking clause, will not apply;
 - d. Clause 9 – Use of sub-processors: Not applicable;
 - e. In Clause 11 – Redress, the optional language will not apply;
 - f. In Clause 12 – Liability, any claims brought under the EU Standard Contractual Clauses for Data Transfers to Third Countries shall be subject to the terms and conditions set forth in the Agreement, whereby in no event shall any Party limit its liability with respect to any Data Subject rights under the EU Standard Contractual Clauses for Data Transfers to Third Countries;
 - g. In Clause 17 – Governing law, the clauses will be governed by the laws of France;
 - h. In Clause 18 – Choice of forum and jurisdiction, disputes shall be resolved before the courts of France;
 - i. Annex I(A) – List of Parties, shall be deemed completed with the following information:

- i. The names, addresses and contacts of the data exporter and the data importer: as identified in the Agreement;
 - ii. Activities relevant to the data transferred under these Clauses: identified in Exhibit A to Schedule 2 of the Agreement;
 - iii. Signature and date: detailed in the Agreement;
- j. Annex I(B) – Description of Transfer, shall be deemed completed with the following information:
 - i. Categories of data subjects whose personal data is transferred, purpose(s) of the data transfer and further processing, and the period for which the personal data will be retained: detailed in Exhibit A of Schedule 2 to the Agreement;
 - ii. Categories of personal data transferred: detailed in Exhibit A of Schedule 2 to the Agreement;
 - iii. The frequency of the transfer: Personal data is transferred on a continuous basis;
 - iv. Subject matter, nature and duration of the processing: identified in Exhibit A of Schedule 2 to the Agreement.
- k. Annex II – Technical and organisational measures: The measures set out in Exhibit B of Schedule 2 to the Agreement shall apply.

2. **UK Data Transfers.** Where the transfer is subject to the UK GDPR, the Parties incorporate the International Data Transfer Addendum to the EU SCCs issued by the UK Information Commissioner, with the relevant tables completed by reference to this Schedule 1 and the SCCs above.

Schedule 2 - Data Processing Agreement

Preamble

This Data Processing Addendum (“DPA”) forms part of, and is incorporated into, the Agreement accepted by the Partner. This DPA applies automatically and with immediate effect where, in connection with the activities under the Agreement, the Partner processes Personal Data as a processor on behalf of Aircall under the GDPR, UK GDPR, or equivalent Data Protection Laws, or where Aircall acts as a “business” and the Partner acts as a “service provider” under the CCPA.

This DPA sets out the obligations of the parties in relation to such processing, in accordance with applicable Data Protection Laws, including Regulation (EU) 2016/679 (GDPR), the UK GDPR, and any local laws implementing or supplementing those regulations. Capitalised terms not defined in this Schedule have the meanings given in the Terms or, where applicable, in this DPA.

The Partner’s continued participation in the Partner Program constitutes agreement to this DPA.

1. **Definitions.** The following definitions are used in this DPA:

- a. “**Adequate Country**” means a country or territory that is recognized under GDPR as providing adequate protection for Personal Data;
- b. “**Affiliate**” means, with respect to a party, any corporate entity that, directly or indirectly, Controls, is Controlled by, or is under Common Control with such party (but only for so long as such Control exists);
- c. “**Aircall Group Member**” means Aircall or any of its Affiliates;
- d. “**Australian Data Protection Laws**” means applicable Australian Commonwealth, State or Territory laws relating to privacy or the protection of Personal Data including without limitation the Australian Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs) set out in Schedule 1 of the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth), the Do Not Call Register Act 2006 (Cth) and to the extent applicable, Part 13 of the Telecommunications Act 1997 (Cth).
- e. “**Personal Data**” means all data which is defined as ‘personal data’ or ‘personal information’ under Data Protection Laws and which is provided by or on behalf of Aircall to Partner (directly or indirectly), and accessed, stored or otherwise processed by Partner as a processor as part of its provision of the Service to Aircall and Aircall Affiliates and to which Data Protection Laws apply from time to time;
- f. “**Data Subject Request**” means a request from or on behalf of a data subject relating to access to, or rectification, erasure or data portability in respect of that person’s Personal Data or an objection from or on behalf of a data subject to the processing of its Personal Data;
- g. “**Data Protection Laws**” means all applicable laws and regulations, including laws and regulations of the European Union, the European Economic Area, their member states and the United Kingdom, applicable to the processing of Personal Data (or similar equivalents) under the Agreement, including (where applicable) the GDPR, the Data Protection Act 2018 of the United Kingdom, the Australian Data Protection Laws and any legislation supplementing, implementing and/or replacing any of the foregoing;
- h. “**GDPR**” means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data);
- i. “**processing**”, “**controller**”, “**data subject**”, “**supervisory authority**” and “**processor**” shall have the meanings ascribed to them in the GDPR. However, in case that the applicable Data Protection Laws define these terms differently and the GDPR does not apply to the processing, the definition set forth by the applicable Data Protection Laws shall apply instead of the definition ascribed by the GDPR. In case that the applicable Data Protection Laws define these terms differently and the GDPR applies to the processing, the definition provided in the GDPR will prevail. In case the applicable Data Protection Laws define terms, which have the same or materially similar meaning to the terms “data controller”, “data processor”,

“data subject”, “Personal Data” and/or “process, processing”, such terms will be considered as covered correspondingly by the definitions provided herein.

- j. "**Subprocessor**" means any person appointed by or on behalf of Partner to process Personal Data on behalf of any Aircall Group Member.
- k. An entity "**Controls**" another entity if it: (a) holds a majority of the voting rights in it; (b) is a member or shareholder of it and has the right to remove a majority of its board of directors or equivalent managing body; (c) is a member or shareholder of it and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or (d) has the right to exercise a dominant influence over it pursuant to its constitutional documents or pursuant to a contract; and two entities are treated as being in "**Common Control**" if either controls the other (directly or indirectly) or both are controlled (directly or indirectly) by the same entity.

2. Status of the parties.

- a. The type of Personal Data processed pursuant to this DPA and the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as described in Exhibit A .
- b. Each of Partner and Aircall warrant in relation to Personal Data that it will (and will procure that any of its staff and/or Sub-processors) comply with the Data Protection Laws.
- c. The parties hereby acknowledge and agree that Aircall is the controller and Partner the processor and accordingly Partner agrees that it shall process all Personal Data in accordance with its obligations pursuant to this DPA.
- d. Each of Aircall and Partner shall notify to each other an individual within its organisation authorised to respond from time to time to enquiries regarding the Personal Data and each of Aircall and the Partner shall deal with such enquiries promptly.

3. Partner obligations. With respect to all Personal Data, Partner shall:

- a. Only process Personal Data in order to provide the Service, and shall act only in accordance with: (i) this DPA, and (ii) Aircall's written instructions;
- b. Other than in accordance with clause 3(a)(i), not use any Personal Data subject to the applicable Data Protection Laws, belonging to, collected from or provided by Aircall for marketing, advertisement or promotional purposes, including electronic direct marketing or phone marketing.
- c. As soon as reasonably practicable upon becoming aware, inform Aircall if, in Partner's opinion, any instructions provided by Aircall under clause 3(a)(i) infringe the GDPR or the Australian Data Protection Laws;
- d. Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against

accidental or unlawful destruction, loss, misuse, interference, alteration, unauthorised modification, disclosure of, or access to Personal Data. Such measures include, without limitation, the security measures set out Exhibit B below;

- e. Take reasonable steps to ensure that only authorized personnel have access to such Personal Data and that any persons whom it authorizes to have access to the Personal Data are under obligations of confidentiality;
- f. Notify Aircall without undue delay, but never later than 24 hours after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, misuse, interference, alteration, unauthorised modification, disclosure of, or access to, Personal Data (a "Personal Data Breach") and provide reasonable information in its possession to assist Aircall to meet Aircall's obligations to report a Personal Data Breach as required under Data Protection Laws;
- g. Promptly provide Aircall with reasonable cooperation and assistance in respect of the Personal Data Breach and all information in Partner's possession concerning the Personal Data Breach;
- h. Promptly notify Aircall if it receives a Data Subject Request, whereby Partner shall not respond to a Data Subject Request received by Partner without Aircall's prior written consent, unless required to do so by applicable Data Protection Laws;
- i. At the choice of Aircall, delete or return all the personal data to Aircall after the end of the provision of Services, and delete existing copies, unless applicable laws require the Partner to store the Personal Data;
- j. Provide such assistance as Aircall reasonably requests in relation to Aircall's obligations under Data Protection Laws with respect to: (A) Data protection impact assessments (as such term is defined in the GDPR or equivalent legislation) or similar requirements under applicable Data Protection Laws; (B) Notifications to the supervisory authority under Data Protection Laws and/or communications to data subjects by Aircall in response to any Personal Data Breach; and (C) Partner's and/or Aircall's compliance with obligations under Data Protection Laws with respect to the processing of Personal Data under this DPA.

4. Subprocessing.

- a. The Partner shall not engage another processor ("Sub-processor") without prior specific written authorisation of Aircall.
- b. If the Partner wishes to transfer Personal Data to a Sub-processor or if Personal Data are processed on behalf of the Partner, or accessed to, by a Sub processor located outside of the EEA, the Partner shall conclude with that Sub-processor the applicable set of standard contractual clauses (other than those which are optional) approved by the EU authorities under Data Protection Laws. The Partner shall ensure that its obligations under Section 6(c) hereof shall also apply to all Sub-processors.

- c. If the Partner wishes to transfer Personal Data that has been collected or held in Australia (Australian Personal Data) to a Sub-processor or if Australian Personal Data are processed on behalf of the Partner, or accessed to, by a Sub processor located outside of Australia, the Partner shall take reasonable steps to ensure Sub-processor Does not breach the Australian Privacy Principles at Schedule 1 to the Privacy Act 1988 (Cth) (other than Australian Privacy Principle 1).

5. Information and records

- a. Partner shall, in accordance with Data Protection Laws, make available to Aircall such information in Partner's possession or control as Aircall may reasonably request and which Partner is lawfully entitled to disclose with a view to demonstrating Partner and Aircall' compliance with the obligations of data processors under Data Protection Laws in relation to its processing of Personal Data.

6. Data transfers

- a. The parties agree that the standard contractual clauses (other than those which are optional) approved by the European Commission's decision 2021/915 of 4 June 2021 *on standard contractual clauses for the transfer of personal data to third countries pursuant to the EU GDPR*, and any amendments thereto will apply in respect of any transfer of Personal Data from Aircall to the Partner in any country outside the EEA (except if in an Adequate Country) and Partner will comply with the obligations of the 'data importer' in the standard contractual clauses and Aircall will comply with the obligations of 'data exporter' Where this is the case, the standard contractual clauses shall prevail over the provisions of this DPA in case of contradiction between them.
- b. For the purposes of the SCCs the Parties agree to the following:
 - i. Aircall acts as a data exporter and Partner acts as a data importer;
 - ii. SCCs Module 2: Transfer controller to processor will apply;
 - iii. Clause 7 – Optional - Docking clause, will not apply;
 - iv. Clause 9 – Use of sub-processors, Option 2 will apply, and the period for prior notice of sub-processor changes shall be thirty (30) business days;
 - v. In Clause 11 – Redress, the optional language will not apply;
 - vi. In Clause 12 - Liability, any claims brought under the EU Standard Contractual Clauses for Data Transfers to Third Countries shall be subject to the terms and conditions set forth in the Agreement, whereby in no event shall any Party limit its liability with respect to any Data Subject rights under the EU Standard Contractual Clauses for Data Transfers to Third Countries;
 - vii. In Clause 17 – Governing law, the clauses will be governed by the laws of France

- viii. In Clause 18 – Choice of forum and jurisdiction, disputes shall be resolved before the courts of France;
 - ix. Annex I(A) – List of Parties, shall be deemed completed with the following information: (A) The names and addresses and contacts of the data exporter and the data importer: as identified in the Agreement; (B) Activities relevant to the data transferred under these Clauses: identified in the Exhibit A to the DPA; (C) Signature and date: detailed in the Agreement;
 - x. Annex I(B) – Description of Transfer, shall be deemed completed with the following information: (A) Categories of data subjects whose personal data is transferred, purpose(s) of the data transfer and further processing and the period for which the personal data will be retained: detailed in Exhibit A of the DPA; (B) Categories of personal data transferred: detailed in Exhibit A of the DPA; (C) The frequency of the transfer: Personal data is transferred on a continuous basis; (D) Subject matter, nature and duration of the processing or transfers to subprocessors: identified in the Exhibit A of the DPA;
- c. The Partner hereby represents that it will process Personal Data under this agreement exclusively in:
- i. Any country of the EEA;
 - ii. Any Adequate Country; and
 - iii. Any other country, provided that the Partner complies with Section 6(b)(iv).
- d. For any country listed under paragraph under 6.2(c):
- i. The Partner has verified, and will continue to monitor, that there are no aspects of the legal system of that country which may lead to a conclusion that the appropriate safeguards, enforceable rights, and effective legal remedies required by the Standard Contractual Clauses would not sufficiently ensure that data subjects whose personal data are processed under this DPA are afforded a level of protection essentially equivalent to that guaranteed within the EU;
 - ii. The Partner shall immediately inform Aircall if it becomes aware of any such aspect arising; and
 - iii. The Parties represent that they have implemented any additional technical, contractual, and organisational measures necessary to ensure a level of protection essentially equivalent to that guaranteed within the EU.

7. Audit rights

- a. Aircall or its independent third-party auditor may audit Partner's compliance with obligations under Data Protection Laws and this DPA:

- i. If Aircall provides reasonable grounds to believe that Partner is in breach of its obligation(s) under the Data Protection Laws or this DPA;
 - ii. If Aircall provides reasonable grounds to believe that Personal Data Breach has occurred;
 - iii. If an audit is formally requested by Aircall's data protection authority;
 - iv. If a mandatory Data Protection Law provides Aircall with a direct audit right; and
 - v. Maximum once in 12 consecutive months without any of the above conditions met.
- b. Aircall shall provide at least thirty days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice or unless a Personal Data Breach is alleged, where a shorter notice period can be provided. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith.
- c. Each party shall bear its costs of audits hereunder.

8. General

- a. This DPA is without prejudice to rights and obligations of the parties under the Agreement or any other intercompany agreement between the parties which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of other intercompany agreements, the terms of this DPA shall prevail.
- b. This DPA sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. No other representations or terms shall apply or form part of this DPA.
- c. A person who is not a party to this DPA shall not have any rights to enforce this DPA including (where applicable) under the Contracts (Rights of Third Parties) Act 1999 of the United Kingdom to enforce any term of this Addendum.
- d. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
- e. Without prejudice to clause 17 (Governing Law) of the Standard Contractual Clauses, this DPA shall be governed by and construed in accordance with the laws of the country of territory stipulated for this purpose in the Agreement and each of the parties agrees to submit to the choice of jurisdiction as stipulated in the Agreement in respect of any claim or matter arising under this DPA.

- f. Other than in respect of any accrued liabilities of either party and the provisions of clauses 1, 2 and this clause 7, this DPA shall terminate automatically on the expiry or termination for whatever reason of the Agreement.

Exhibit A to the Data Processing Agreement

Details of processing of Personal Data

- a. The personal data may comprise:
- Business email address
 - Job title and/or role
 - Company name and associated account identifiers
 - Any other personal data provided by Aircall to the Partner in connection with the Partner Program for the purposes described in this DPA
- b. Name of the lead/prospect representative
- c. The duration of the processing will be: until the earliest of (i) expiry/termination of the Service, or (ii) the date upon which processing is no longer necessary for the purposes of the Service;
- d. The processing will comprise: Processing necessary to provide the Service to Aircall;
- e. The purpose(s) of the processing is/are: necessary for the provision of the Service;
- f. Personal data may concern the following data subjects:
- Employees, officers, or other representatives of prospective Aircall customers referred through the Affiliate Partner Program (natural persons acting in a business capacity).
- g. The Partner shall not engage any sub-processor in connection with the processing of Personal Data under this DPA, other than PartnerStack acting on behalf of Aircall, unless expressly authorised in writing by Aircall in advance.

Exhibit B to the Data Processing Agreement

Security Measures

The Partner shall implement and maintain for the duration of the Agreement, at a minimum and as applicable to the nature, scope, context, and purposes of the processing under this DPA, the following technical and organisational measures (“TOMs”) to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such data.

Access Control

(a) Specific authorized individuals only are permitted to access Personal Data

(b) Access control process exists to avoid unauthorized access to the company's premises

(c) Access control process exists to restrict access to data centres / rooms where data servers are located

(d) Video surveillance and alarm devices in use for restricted access areas

(e) Personnel without access authorization (e.g. technicians, cleaning personnel) are accompanied all times when in restricted access areas

Data Access Control

(a) Restricted access to files and programs based on a "need-to-know-basis"

(b) Stored physical media containing personal data in secured areas

(c) Controls to prevent use/installation of unauthorized hardware and/or software

(d) Rules for the safe and permanent destruction of data that are no longer required

Data Transmission Control

(a) Personal Data encrypted during any transmission

(b) Transport physical media containing personal data in sealed containers

Job Control

(a) Controls aimed at ensuring processing of Personal Data only for contractual performance

(b) Personal Data is always physically or logically separated so that, in each step of the processing, the client from whom Personal Data originates can be identified.

Availability Control

(a) Arrangements to create back-up copies

(b) Arrangements to perform regular restore tests from those backups

(c) Contingency plans or business recovery strategies

(d) Controls to ensure that personal data is not used for any purpose other than for the purposes it has been contracted to perform

(e) Controls to prevent removal of personal data from Aircall' business computers or premises for any reason (unless data exporter has specifically authorized such removal for business purposes).

(f) Controls to use only authorized business equipment to perform the services

(g) Process for secure disposal of documents or data carriers containing Personal Data

(h) Network firewalls to prevent unauthorized access to systems and services

(i) Each system used to process Personal Data runs an up to date antivirus solution

Organizational Requirements

(a) Data protection officer (or a responsible person if a data protection officer is not required by law)

(b) Written commitment of the employees to maintain confidentiality

(c) Trained staff on data privacy and data security

(d) Implemented a security incident response process

(e) Trained staff in the security incident responder roles in the security incident process