

These Aircall Referral Partner Program Terms ("**Referral Terms**") govern Aircall's offering of, and Partner's participation in, Aircall's Referral Partner Program ("**Program**") and are made and entered into by and between Aircall and Partner. These Referral Terms incorporate the Aircall General Partner Terms located at <https://legal.aircall.io/partnerlegalcenter> (the "**General Partner Terms**"), as well as any applicable Partner Program Agreement between the Parties ("**Partner Program Agreement**") and applicable Program Terms, (collectively, the "**Agreement**"). Aircall and Partner are collectively referred to as "**Parties**" and individually as a "**Party**." The Partner Program Agreement, where applicable, identifies the Programs in which Partner has elected to participate.

Partner agrees to be bound by these Referral Terms by executing, including clicking through, any document that references these Referral Terms or <https://legal.aircall.io/partnerlegalcenter>. The Agreement will become effective upon Aircall's acceptance of Partner's application to participate ("**Effective Date**"), and Partner will be eligible for Commission attributable to Referred Clients submitted by Partner after the Effective Date. Aircall reserves the right to reject any application, in which case the Agreement will not become effective.

1. **Definitions.** Capitalized terms have the following meanings:

- a. "**ARR**" is the sum of Amendment ARR plus New Sales ARR plus Renewal Net Expansion ARR, further defined as follows:
 - i. "**Amendment ARR**" means the total annual recurring Fixed Fees from all Qualified Lead Referrals submitted by the Partner that is for opportunities deemed by Aircall as "amendment opportunities."
 - ii. "**New Sales ARR**" means the total annual recurring Fixed Fees from all Qualified Lead Referrals submitted by the Partner that is for opportunities deemed by Aircall as "new business."
 - iii. "**Renewal Net Expansion ARR**" means the total annual recurring Fixed Fees from Qualified Lead Referrals submitted by the Partner that is for opportunities deemed by Aircall as a "renewal" or "early renewal" minus any amounts related to Fixed Fees from the Customer's prior contract resulting from "new business," "renewal contract," or "amendment" opportunities. Where Net Expansion Fixed Fees are zero or negative, no Commission is payable.
- b. "**Customer**" means a third party that is identified in a Lead Referral submitted by Partner to Aircall.
- c. "**Closed Won**" means the effective date of a Qualified Lead Referral that is booked in Aircall's systems and Customer has signed a Customer Agreement.
- d. "**Commission**" means the amounts payable by Aircall to Partner subject to the conditions set forth in these Referral Terms.
- e. "**Fixed Fees**" means the committed recurring subscription fees payable by a Customer for the Services in accordance with a signed Customer Agreement exclusive of any taxes, coupons, discounts, and one-time and non-recurring fees (including onboarding, implementation, configuration, migration, training, professional services, number porting, and hardware fees).
- f. "**Qualified Lead Referral**" means a Lead Referral that meets all requirements set forth in these Referral Terms and that is accepted by Aircall and Closed Won.
- g. "**Lead Referral**" means a form pursuant to which the Partner identifies for Aircall a potential Customer by providing customer information to Aircall for the purposes of Aircall soliciting such potential Customer to purchase the Services. The Lead Referral form is accessible in the Partner Portal.
- h. "**MRR**" means the monthly Fixed Fees Customer pays to Aircall.

2. Appointment.

- a. Subject to the terms of the Agreement, payment of all amounts due hereunder, and satisfaction of the Program criteria, Aircall appoints Partner to the Program. Partner is responsible for all expenses it incurs in referring Services or relative to its activities under these Referral Terms and the Program.
- b. The rights and responsibilities applicable to the Program are more fully described in Annex 1. Partner agrees to comply with the terms of the Agreement.
- c. Partner will not: (i) misrepresent Aircall's prices or Services or make any representation, statement, or warranty regarding Aircall or the Services which was not expressly authorized by Aircall or contained within Aircall's marketing materials; (ii) engage in deceptive, illegal, or misleading marketing practices in obtaining Customers; or (iii) intentionally violate any Aircall guideline or policy provided to Partner in writing or posted on Aircall's website or Partner Portal.
- d. **Lawful Procurement of Customers.** Partner represents and warrants that all Customers and Lead Referrals have been lawfully procured by Partner, and that Partner has the necessary legal basis and authorizations to disclose all Customer information to Aircall. Additionally, Partner must obtain consent from both the Customer and Aircall for the Partner to be involved in any conversations between the Customer and Aircall with respect to the business transaction. Once Aircall has entered into a Customer Agreement with a Customer, Aircall is not obligated to provide any information related to the Customer (including but not limited to subscription terms, contracts, invoices, billing records, disputes, etc.) to Partner unless Partner has the necessary legal basis and authorizations to receive such information.
- e. **Not-for-Resale License.** Partner may qualify for Not-for-Resale business Aircall licenses free of charge for the purpose of marketing and demonstrating the Services to Customers ("**NFR Licenses**"). Partner shall pay any applicable usage fees, overage charges, and taxes and fees it incurs in its use of the NFR Licenses. All use of the NFR Licenses will be subject to Aircall's Terms & Conditions available at: <https://legal.aircall.io> and all applicable Aircall policies. Aircall may determine whether to provide NFR Licenses to Partner as well as the quantity of NFR Licenses, if any, provided. NFR Licenses may not be used on internal production networks, resold, or otherwise distributed. Upon conclusion of the NFR Licenses free period or in the event Partner is terminated from the Program, Partner must purchase the Services from Aircall (through execution of an Aircall Order Form) and Partner must pay applicable service fees for its continued access to the Services. If Partner does not purchase a license to use the Services after such time, Aircall may terminate Partner's access at any time.

3. Lead Referral.

- a. **Identifying Prospective Customers.** Partner will provide information and materials to each potential Customer regarding the Service and will determine whether the potential Customer has a serious interest in procuring the Service. If the prospective Customer has such an interest, Partner will provide a Lead Referral to Aircall in accordance with the requirements in these Referral Terms. All Lead Referrals shall meet the requirements described in these Referral Terms and Annex. A Customer shall include only a third party that will use the Services for internal business purposes and will not include a third party that intends to resell Aircall Services to other end users.
- b. **Process.** Upon receipt of a Lead Referral from Partner, Aircall will review such Lead Referral and determine whether to accept the Lead Referral and notify Partner of its decision. If the Lead Referral is accepted, Partner will use reasonable efforts to set up an introductory meeting between Aircall and appropriate key personnel of the potential Customer within thirty (30) days after notice of acceptance. If Aircall decides not to accept the Lead Referral, it will not use any information contained in the Lead Referral for a minimum of two (2) months to solicit the potential Customer identified therein, but Aircall may still solicit such potential

Customer based on other information obtained by Aircall independently of these Referral Terms and Aircall may enter into a Customer Agreement to provide the Service to such potential Customer. In such event, such potential Customer will not be deemed a "Customer" for purposes of calculating and paying Commission. Aircall may reject a Lead Referral in its sole discretion for any reason, including but not limited to the following: (i) the potential Customer is already an Aircall customer (excluding instances where the Partner has identified a new expansion opportunity with an existing customer that was not already identified by Aircall); (ii) the potential Customer has already been referred to Aircall by another source; (iii) Aircall has engaged in sales activity with the potential Customer within the previous six months; (iv) Aircall concludes that it is unlikely to succeed in selling the Service to the potential Customer; (v) Aircall reasonably believes that the potential Customer is a credit risk or will not pass Aircall's KYC (Know Your Customer) or fraud checks; (vi) Aircall reasonably believes that Customer's use of the Service may be unlawful, unethical, could damage Aircall's reputation, or might otherwise violate Aircall's Terms & Conditions; or (vii) the potential Customer procures Aircall Services via any third party contracting vehicle. For avoidance of doubt, Aircall shall not be required to pay a Commission if the third party buys Aircall through an Aircall reseller.

c. **Commission.** During the Term, Aircall shall pay Partner Commission for an approved Qualified Lead Referral that meets the payment eligibility requirements under these Referral Terms. Calculation of Commission, payment terms, and lead referral qualification are further described in Annex 1. For clarity, Commissions are based only on Fixed Fees collected by Aircall, and Aircall shall not owe Commission on any free periods or buyouts offered to Customers.

d. **Commission Exclusions.**

i. **Modifications in Customer Dashboard.** Seats, licenses, or units that a Customer adds in their account dashboard outside of a signed Order Form, including units the Customer may add and remove at will on a monthly basis, are excluded from Fixed Fees, are not included in the ARR calculation as described in these Referral Terms, and do not generate Commission.

ii. **Partner Involvement in Expansion Opportunities.** Commission is fixed and based on the Fixed Fees in effect at the Closed Won date of the applicable Qualified Lead Referral in which Partner is actively involved in the opportunity. For example, if a Customer purchases 100 licenses and later increases their license count to 150 licenses and Partner does not submit a Lead Referral prior to Aircall being notified by the Customer of the request to increase licenses then Partner will only be paid Commission on the Fixed Fees for 100 licenses.

e. **Currency and Exchange Rates.** Unless otherwise expressly stated, all fees, compensation, Commissions, and other monetary amounts referenced in these Referral Terms shall be denominated in and payable in United States Dollars (USD). Notwithstanding the foregoing, Aircall may, in its sole and absolute discretion, approve payment of Commissions to Partner in such alternative currency as may be mutually agreed by the Parties. In the event that Commissions are to be paid in a currency other than USD, Aircall shall be responsible for determining the applicable foreign exchange rate conversion, which conversion shall be performed in accordance with Aircall's internal foreign exchange policies and procedures, as may be amended from time to time in Aircall's sole discretion.

f. **Taxes and Withholding.** Partner is responsible to pay any income or other tax with respect to the Commission, and Aircall may pay or withhold such tax on behalf of Partner and deduct taxes owed from the amount of the Commission. Partner agrees to provide to Aircall any appropriate tax certification documents or information requested by Aircall. To the extent required, Partner will supply a valid invoice as requested by Aircall. Aircall reserves the right to delay payment to Partner if Partner fails to provide Aircall with such documents or information.

4. Term and Termination.

a. **Term.** The term of these Referral Terms shall commence on the Effective Date and continue until either Party sends notice of termination at least thirty (30) days prior to the termination effective date (the “**Term**”).

b. **Surviving Obligations and Limitations.** The termination or expiration of these Referral Terms will not operate to discharge any liability that had been incurred by either Party prior to any such termination or expiration. The termination of these Referral Terms will not terminate or affect any Customer Agreements entered prior to termination of these Referral Terms. Upon termination of these Referral Terms, all licenses granted hereunder will immediately terminate. In addition, Aircall will pay Partner the Commission for Customers whose Lead Referrals were accepted by Aircall prior to termination.

5. **Modification.** Aircall may modify these Referral Terms at any time. If the modifications materially and adversely affect Partner, and Partner does not wish to accept such modifications, then Partner may withdraw from the applicable Program and terminate the applicable Agreement by written notice to Aircall.

Annex 1

Referral Partner Program Description

1. Commission Rates by Tier & Role.

Role		Starter	Bronze	Silver	Gold
New Business Opportunities					
New Business Sourcer (only)	Commission Rate based on MRR	15%	15%	15%	15%
	Commission Payout Period	12 months	12 months	12 months	12 months
New Business Influencer (only)	Commission Rate based on MRR	15%	15%	15%	15%
	Commission Payout Period	12 months	12 months	12 months	12 months
New Business Sourcer + New Business Influencer (combined)	Commission Rate based on MRR	15%	20%	25%	20%
	Commission Payout Period	12 months	24 months	24 months	Customer lifetime
Amendment Opportunities					
Amendment Sourcer (only)	Commission Rate based on MRR	15%	15%	15%	15%

	Commission Payout Period	12 months	12 months	12 months	12 months
Amendment Influencer (only)	Commission Rate based on MRR	15%	15%	15%	15%
	Commission Payout Period	12 months	12 months	12 months	12 months
Amendment Sourcer + Amendment Influencer (combined)	Commission Rate based on MRR	15%	20%	25%	20%
	Commission Payout Period	12 months	24 months	24 months	Customer lifetime
Renewal and Early Renewal Opportunities					
Renewal Influencer	Commission Rate based on MRR	15%	20%	25%	20%
	Commission Payout Period	12 months	24 months	24 months	Customer lifetime

2. Referral Tiers Overview.

	Starter	Bronze	Silver	Gold
Description	Partners just getting started with selling Aircall	Partners with a pipeline of new sales and a basic understanding of our solution	Advocates of Aircall with strong relationships and a pipeline of won deals	Aircall experts, fully certified and driving predictable business every quarter
ARR Threshold	N/A	USD \$12,000	USD \$30,000	USD \$90,000
Other Requirements	At least one team member must participate in an onboarding & certification session with Aircall	At least one team member is certified on the first level of the Aircall certification program	At least one team member is certified on the advanced level of the Aircall certification program	At least one team member is certified on the highest level of the Aircall certification program

i. Tier Calculations and Changes.

i. **ARR and Rolling Calculation.** Partners advance through the referral tiers based on ARR.

Calculation of ARR is assessed on a calendar year rolling basis. Where a Partner's ARR meets or exceeds the threshold for the next tier, the tier status adjustment takes effect immediately. A

change in Commission rates will only apply to opportunities Closed Won at or following the effective date of the tier status adjustment.

ii. **Reduction or Demotion in Tier Status.** On December 31st of each calendar year, Aircall will assess each Partner's ARR. A Partner retains its current tier where either: (A) ARR for the calendar year meets the threshold for the Partner's current tier; or (B) ARR for the period July 1st through December 31st of that calendar year is at least fifty percent (50%) of the tier's threshold. Where neither condition is met, the Partner's tier status will be adjusted to a lower applicable tier.

ii. **Tier Certification Requirements.** Certification is assessed on a rolling basis. Where a Partner changes to a tier requiring additional certification requirements, the Partner has three (3) months from the date of the tier status adjustment to satisfy all certification requirements. Failure to timely certify may result in the Partner's status being adjusted to a lower applicable tier.

3. **Partner Roles and Qualification Requirements.** The roles outlined in Section 1 (*Commission Rates by Tier & Role*) above, are further described as follows:

a. **New Business Sourcer.** To qualify as a New Business Sourcer, Partner must provide Aircall with the following in the Lead Referral:

- i. Customer contact information and stakeholder mapping;
- ii. a description of the Customer's use case;
- iii. an overview of the Customer's pain points;
- iv. an overview of the Customer's tech stack integration requirements (principally CRM and helpdesk), where applicable;
- v. relevant competitive information, including whether the Customer is actively considering other telephony providers;
- vi. an estimate of the number of Aircall licenses required; and
- vii. an estimate of the Customer's decision and implementation timelines.

b. **New Business Influencer.** To qualify as a New Business Influencer, Partner must materially assist Aircall and the Customer in progressing the opportunity through the sales cycle once a referral becomes a Qualified Lead Referral. Qualifying activities include:

- i. arranging a demonstration call between Aircall and the Customer;
- ii. identifying Customer's additional stakeholders and decision-makers;
- iii. maintaining regular contact (at least monthly) between Partner and the Customer; and
- iv. providing Aircall with regular updates on changes to the Customer's requirements, including license counts, integration requirements, pain points, and timelines.

c. **Amendment Sourcer.** To qualify as an Amendment Sourcer, Partner must provide Aircall with the following in the Lead Referral:

- i. Customer contact and account information;
- ii. a description of the Customer's current use case and products;
- iii. an overview of the Customer's pain points;

- iv. an overview of the Customer's tech stack integration requirements (principally CRM and helpdesk), where applicable; and
- v. an overview of the Customer's additional requirements.

d. **Amendment Influencer.** To qualify as an Amendment Influencer, Partner must materially assist Aircall and the Customer in progressing the opportunity through the amendment cycle once a referral becomes a Qualified Lead Referral. Qualifying activities include:

- i. arranging meetings between Aircall's account management team and a Customer decision-maker;
- ii. identifying Customer's additional stakeholders and decision-makers;
- iii. enabling the Customer on additional Aircall products or features that it is not currently using effectively; and
- iv. providing Aircall with regular updates on changes to the Customer's requirements.

e. **Renewal Influencer.** To qualify as a Renewal Influencer, Partner must materially assist Aircall and the Customer in progressing the renewal once a referral becomes a Qualified Lead Referral. Qualifying activities include:

- i. arranging meetings between Aircall's account management team and a Customer decision-maker;
- ii. enabling the Customer on additional Aircall products or features that it is not currently using effectively;
- iii. proposing technical solutions to challenges the Customer is experiencing with the Services; and
- iv. providing Aircall with regular updates on changes to the Customer's requirements.

f. **General Partner Role Additional Terms.**

- i. **Multiple Roles.** A Partner may hold more than one role for the same opportunity. For example, a Partner is a New Business Sourcer and New Business Influencer if the Partner registered the referral and remained materially involved throughout the sales cycle.
- ii. **Renewal Roles.** The Sourcer, Influencer, and combined Sourcer + Influencer Roles are not available on renewal or early renewal opportunities. The Renewal Influencer Role is available exclusively on renewal and early renewal opportunities.
- iii. **Determination of Role Credit.** Aircall determines, in its sole and reasonable discretion, which role(s) a Partner holds for each opportunity based on the information provided in the Lead Referral and the activities demonstrably performed by Partner during the applicable sales, amendment, or renewal cycle.

4. **Commission Payout Timeline.** Commissions are paid monthly for the duration of the commission period outlined in the table in Section 1 (*Commission Rates by Tier & Role*).

a. **Commission Start Date.** The first commission payment will be created on the first day of the calendar month following:

- i. the Closed Won date; plus fifteen (15) days; plus the number of remaining days in the Customer's payment terms under the Customer Agreement.

b. Examples:

Scenario	Contract start date	+ 15 days	+ Customer payment terms	Commission Start Date
Shortest	13th of Month N	28th of Month N	+ 0 days (card payment) = 28th of Month N	1st of Month N+1
Longest	30th of Month N	15th of Month N+1	+ 30 days (bank transfer) = 15th of Month N+2	1st of Month N+3