

# 8x8 UCAAS/CCAAS SERVICE TERMS

## (ALSO REFERRED TO AS THE “8x8 VIRTUAL OFFICE AND VIRTUAL CONTACT CENTER SERVICE TERMS”)

Last Updated: September 19, 2023

### 1. AGREEMENT AND CONFLICT

THESE TERMS SHOULD BE READ CAREFULLY, AS THEY AFFECT THE PARTIES’ LEGAL RIGHTS BY, AMONG OTHER THINGS, LIMITING 8x8’S LIABILITY UNDER THE AGREEMENT AND REQUIRING ARBITRATION OF CERTAIN DISPUTES.

The entity for whom 8x8 agrees to provide Services (“**Customer**”) creates a contract with 8x8, Inc. (or another entity specified in Customer’s initial Order) (“**8x8**”) governing all sale, provision, and/or use of Ordered Products (the “**Agreement**”) when it first: (a) executes a document that incorporates these 8x8 UCaaS/CCaaS Service Terms (these “**Terms**”); (b) accesses or uses any SaaS Services after being notified that these Terms apply thereto; or, (c) otherwise accepts these Terms (the date the Agreement is created is the “**Effective Date**”). The Agreement consists of these Terms and all Orders, SOWs, and other documents entered into by or on behalf of Customer and 8x8 or its Affiliate relating to Customer’s acquisition and/or use of Ordered Products. The individual who accepts these Terms for Customer represents and warrants they have the authority to bind Customer to the Agreement. Capitalized words not defined in-text are as defined in Section 16.12 of these Terms.

These Terms apply to all Orders, SaaS Services and Project Services (“**Services**”), and equipment ordered or provided under the Agreement (such equipment, “**Ordered Equipment**,” and with such Services, the “**Ordered Products**”). The following order of precedence shall govern any conflict among the documents comprising the Agreement: (i) Orders; (ii) SOWs, but only as to billing, payment, and performance of Project Services ordered thereunder; and (iii) these Terms. The following order of precedence shall govern any conflict among the components of these Terms (all incorporated herein): (1) the 8x8 UCaaS/CCaaS Data Processing Addendum (the “**DPA**”) at the end of these Terms; (2) the 8x8 UCaaS/CCaaS Regional Terms (the “**Regional Terms**”) at the end of these Terms; (3) the 8x8 UCaaS/CCaaS Use Policy available at [www.8x8.com/terms-and-conditions/use-policy](http://www.8x8.com/terms-and-conditions/use-policy) (the “**Use Policy**”); and (4) these Terms’ other components.

8x8 Work and 8x8 Contact Center previously were named “8x8 Virtual Office” and “8x8 Virtual Contact Center,” so any reference to “8x8 Virtual Office” or “8x8 Virtual Contact Center” in any document shall refer to 8x8 Work and 8x8 Contact Center, respectively.

### 2. SaaS SERVICES

**2.1. Ordering SaaS Services.** Customer may order SaaS Services (such services, “**Ordered SaaS Services**”), or make changes to existing Ordered Products, or the terms relating thereto, by executing an order issued by 8x8 or its Affiliate (an “**Order**”), which shall be effective upon such execution or upon completing an 8x8 electronic ordering process. 8x8 shall provision the Ordered SaaS Services upon receipt of an executed Order or Customer’s completion of the electronic ordering process. All Orders shall terminate or renew at the same time as the Agreement (*i.e.*, be coterminous with it).

#### 2.2. 8x8 Responsibilities with Respect to SaaS Services

**2.2.1. SaaS Services Availability.** 8x8, itself or through its vendors, subcontractors, or other providers (collectively, 8x8’s “**Partners**”) or Affiliates (all of the foregoing, the “**8x8 Providers**”), shall (a) make the Ordered SaaS Services available to Customer during the Effective Period pursuant and subject to the Agreement and in substantial conformance with the Documentation, and (b) provide standard support for the Ordered SaaS Services via web chat and telephone during 8x8’s normal business hours.

**2.2.2. SaaS Services Pricing Commitment.** Customer’s first Order of SaaS Services in any country during the Initial Term or a renewal term (each being a “**Term**”) shall establish the maximum rates 8x8 may charge for Service Fees and Regulatory Fees for subsequent Orders of those same SaaS Services in that country during that Term. At the start of any renewal Term, 8x8 may increase such rates by up to five percent (5%) above the rates effective at the end of the prior Term, but 8x8 may increase Service Fee and Regulatory Fee rates up to 8x8’s list price by giving Customer sixty (60) days’ notice before such renewal Term begins. In addition, 8x8 may increase Regulatory Fee rates up to 8x8’s list price at the start of a renewal Term if 8x8’s related costs have substantially increased.

**2.2.3. Changes to Ordered SaaS Services.** 8x8 shall not materially reduce the Ordered SaaS Services’ overall functionality or security (based on customary usage in the United States (“**US**”), the United Kingdom, Australia, and Canada (collectively, the

“Primary Market”) without Customer’s written consent. However, 8x8 may make upgrades or other changes to the Ordered SaaS Services, and shall inform Customer of such upgrades or changes in advance, if reasonably practicable, or else promptly thereafter.

**2.2.4. Content and Data Protection.** 8x8 shall implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect the content of all communications transmitted, received, or stored through the Ordered SaaS Services (“Content”) from unauthorized use or disclosure. Customer shall own its Content, and acknowledges the 8x8 Providers are merely conduits for Content and are not responsible for creating it or determining where Agents or other users of the Ordered SaaS Services (together, “Users”) send it.

### **2.3. Customer Responsibilities with Respect to SaaS Services**

**2.3.1. Customer Subscription Commitment.** Customer shall pay all Service Fees, Regulatory Fees, Administrative Fees, and Taxes for the Ordered SaaS Services for the entirety of the initial Term identified in Customer’s first Order (or thirty-six (36) months if not so identified) (the “Initial Term”) and for each renewal Term (this obligation is Customer’s “Subscription Commitment”). THIS COMMITMENT IS A MATERIAL BASIS FOR PRICING AND OTHER TERMS OF THIS AGREEMENT. Customer may reduce the quantity of Ordered SaaS Services or downgrade them (e.g., to a lower-cost tier) (any such action, “Reduce” or a “Reduction”) for a renewal Term by giving 8x8 at least forty-five (45) days’ notice before the renewal Term begins.

**2.3.2. Usage.** Customer shall pay any applicable usage charges set forth at the time of such usage at [www.8x8.com/terms-and-conditions/usage](http://www.8x8.com/terms-and-conditions/usage).

**2.4. SaaS Services Limitations.** Customer acknowledges: (a) the Ordered SaaS Services will not be error-free or available one-hundred percent (100%) of the time (e.g., they may be unavailable during planned or unplanned downtime, and communications may experience loss of data prior to delivery); (b) 8x8 provides a single login for each UCaaS Ordered SaaS Services extension and each login and extension is solely for a single Agent’s use, except for extensions specifically designed for multiparty use (“Conference Extensions”); (c) 8x8 shall not be liable for data Customer or Users (or third parties acting for them) export from the Ordered SaaS Services (e.g., for backup); and (d) the SaaS Services are communications services not intended for data backup or storage, and 8x8 shall not be responsible for loss of such stored data.

**2.5. Third-Party Offerings and Integrations.** Customer’s relationships with third-party providers (“Third-Party Providers”) of offerings that interoperate or are used in connection with the SaaS Services (“Third-Party Offerings”) shall be governed solely by Customer’s agreements with the Third-Party Providers. 8x8 shall have no obligation or liability: (a) under any such agreement; (b) for any Third-Party Offering or any Third-Party Providers’ act or omission (regardless of whether 8x8 refers Customer to the Third-Party Offering/Provider, endorses them (as “certified,” “recommended,” or otherwise), approves their use, or bills and/or collects payment for them); (c) for supporting any Third-Party Offering; or (d) for ensuring the continued availability of any SaaS Services interoperation with any Third-Party Offering unless expressly required by an SOW.

**2.6. Suspension and Restriction.** Without limiting 8x8’s other rights under the Agreement: (a) 8x8 may suspend any or all SaaS Services if it reasonably believes doing so is necessary to quarantine malware or otherwise prevent harm to any party, in which case 8x8 shall promptly inform Customer of such suspension (in advance, if reasonably practicable) and defer Customer’s Service Fees during the suspension period unless the suspension resulted from Customer’s breach of the Agreement; (b) 8x8 may suspend any Ordered SaaS Services on thirty (30) days’ notification to Customer if Customer materially breaches the Agreement and fails to cure within such period; and (c) 8x8 may reasonably suspend or restrict Ordered SaaS Services being used in violation of the Use Policy. Except as set forth in clause (a) above, no such suspension or restriction shall relieve Customer of any payment obligations.

## **3. EQUIPMENT**

**3.1. Ordering Equipment.** Customer may order equipment via an Order. Equipment-related pricing, promotions, and discounts in an Order shall only apply to the Ordered Equipment therein, and 8x8 shall have no obligation as to future pricing or availability of equipment.

**3.2. 8x8 Responsibilities with Respect to Equipment.** The 8x8 Providers shall provide Ordered Equipment to Customer and pass through a twelve- (12-) month warranty for it, or an extended warranty if the manufacturer permits. Customer may return defective Ordered Equipment under warranty by obtaining a return authorization number from 8x8 and sending such Ordered Equipment in its original packaging or equivalent to the address 8x8 specifies. 8x8 shall replace defective Ordered Equipment at 8x8’s expense promptly after receiving it.

**3.3. Customer Responsibilities with Respect to Equipment.** Customer shall pay for Ordered Equipment as priced in the applicable Order plus shipping and related charges. 8x8 shall ship Ordered Equipment F.C.A. (free carrier), title and risk of loss

or damage shall pass to Customer on delivery to the carrier, and Customer shall be deemed the importer of Ordered Equipment for all purposes. Customer shall be responsible for all lost, stolen, or damaged Ordered Equipment (except to the extent covered by warranty), and for ensuring any equipment used with the Ordered SaaS Services works and is configured to meet 8x8's technical requirements.

**3.4. Equipment Financing Plans.** If Customer purchases Ordered Equipment under an extended payment or similar financing plan (an "EPP"), it shall pay for such Ordered Equipment according to such EPP's payment schedule and for the entire term specified in the Order, or twenty-four (24) months if not specified. Customer may terminate an EPP on thirty (30) days' notice to 8x8. Whenever an EPP terminates, all unpaid amounts thereunder shall immediately become due and payable.

#### **4. PROJECT SERVICES**

In its discretion, 8x8 may offer to provide implementation, configuration, customization, network assessment, training, or similar services (any such services, "Project Services"). Customer may order Project Services (the "Ordered Project Services") via an Order and/or SOW. The 8x8 Providers shall perform Ordered Project Services (a) in a professional and workmanlike manner, (b) with reasonable skill and care, and (c) in accordance with the applicable Order and/or SOW, which shall set forth pricing and other terms for Ordered Project Services therein as well as Customer's sole and exclusive remedies for 8x8's breach of these obligations. Customer shall pay all Billed Amounts for Ordered Project Services in accordance with Section 7 (Payment) and any other terms set forth in the applicable Order or SOW.

#### **5. 8x8 AFFILIATES AND SUBCONTRACTING**

In its discretion, 8x8 may: (a) accept Orders from a Customer Affiliate, in which case (as to such Orders) the Agreement's references to "Customer" shall be deemed to include both Customer and its Affiliate; (b) designate an 8x8 Affiliate to enter into Orders or SOWs with Customer, in which case, as to such Orders or SOWs (unless the Parties agree otherwise in writing), the Agreement's references to "8x8" shall include both 8x8 and its Affiliate, but the Affiliate shall be deemed the service provider under such Orders or SOWs; and (c) subcontract its duties under the Agreement to its Affiliates or Partners, with 8x8 remaining liable for their performance.

#### **6. TAXES**

Customer shall pay all taxes, levies, duties, charges, fees, or similar governmental assessments relating to Ordered Products, including without limitation sales and use taxes, value-added taxes, goods and services taxes, withholding taxes, public utility fees, universal service fees, and emergency services surcharges (e.g., 911, E911, 999, etc.) assessed or assessable by any governmental, fiscal, or other authority, other than those assessable against 8x8 based solely on its income and whether or not recoverable by 8x8 (collectively, "Taxes"). Customer also shall pay any administrative fees 8x8 charges (at 8x8's cost) to recover any applicable fees or surcharges directly or indirectly imposed by carriers or suppliers on 8x8 for Customer's use of Ordered SaaS Services ("Administrative Fees"). Any Taxes or Administrative Fees set forth in the Agreement shall only be non-binding estimates. Customer may assert a Tax exemption by giving 8x8 a valid tax exemption certificate authorized by the appropriate taxing authority (but Customer shall be liable for any Taxes assessed prior to such delivery). To the extent required by Law, Customer shall withhold and remit Taxes imposed by any governmental, fiscal, or other authority from its payment of Billed Amounts if Customer (a) gives 8x8 notice of such legal requirement at least thirty (30) days prior to withholding, (b) gives 8x8 receipts evidencing remittance of the withheld amounts to the proper authority, and (c) pays additional amounts to 8x8 to ensure 8x8 receives the full amount it would have received but for the withholding. Customer acknowledges 8x8 may not be registered to charge value-added, goods and services, or similar Taxes in certain jurisdictions where 8x8 is not required to be registered or is not required to collect and remit such Taxes, and Customer shall be responsible for accounting and remitting any such Taxes in such jurisdictions.

#### **7. PAYMENT**

**7.1. Billing of Billed Amounts.** Service Fees and other recurring charges shall be billed per the applicable Order starting on its effective date. Project Service fees and other one-time Service-related charges shall be incurred on the applicable Order's effective date. Equipment-related charges shall be billed when the Ordered Equipment ships.

**7.2. Payment of Billed Amounts.** Except as set forth in this Section 7.2 (Payment of Billed Amounts), Customer shall pay all amounts billed under the Agreement ("Billed Amounts") without counterclaim, setoff, withholding, or deduction. Payments shall be non-refundable and non-creditable unless the Agreement expressly provides otherwise. Delinquent Billed Amounts shall accrue monthly interest at the lesser rate of one-point-five percent (1.5%) or the maximum permitted by Law starting on delinquency. Customer may dispute an amount it believes in good faith it did not actually incur under the Agreement (i.e., was

overbilled) (a “**Disputed Amount**”) within thirty (30) days after the Disputed Amount was first posted in the relevant account (if payment is not By Invoice), or the date it was first invoiced (if payment is By Invoice), by email to [claims@8x8.com](mailto:claims@8x8.com) specifying the Disputed Amount and reasonably describing the basis for dispute. If Customer would otherwise pay a Disputed Amount By Invoice, Customer may either withhold payment for it or pay it under protest. If and only if a Disputed Amount was actually incurred (*i.e.*, not overbilled), it shall become due ten (10) days after 8x8 confirms its accuracy or on the original due date, whichever is later. Customer waives its right to dispute any Billed Amount it fails to dispute in accordance with this Section 7.2 (Payment of Billed Amounts).

**7.3. Up-Front Payment.** Customer shall keep on file with 8x8 or its billing Affiliate complete and accurate information for at least one valid account sufficient to permit ACH withdrawals and authorizes 8x8 to withdraw Billed Amounts via ACH at or near the time of billing. 8x8 shall post a statement of the Billed Amounts in the relevant account at or near the time of the first attempted withdrawal and make commercially reasonable efforts to notify Customer by email or telephone if the withdrawal is unsuccessful, and Billed Amounts shall be due within fourteen (14) days of such posting. The foregoing shall not apply during periods when Customer is paying By Invoice.

**7.4. Payment by Invoice.** 8x8, in its discretion, may permit Customer to pay Billed Amounts by check, ACH, or wire transfer within thirty (30) days of invoice date (Net 30) (payment “**By Invoice**”). If it does, 8x8 may not revoke such permission unless an event occurs that (in 8x8’s reasonable discretion) puts Customer’s creditworthiness or solvency into question (including, without limitation, Customer’s default on any financial obligation or a Solvency Event involving Customer or any entity that owns or controls it).

**7.5. Promotions.** Promotion, discount, or related codes must be provided to 8x8 at the time of the relevant Order(s), may not be used cumulatively or retroactively, and may be changed or discontinued by 8x8 at any time in its discretion. Promotions shall not apply for longer than a single Term or extend beyond the Term for which they were provided.

## **8. CHANGE IN TERMS**

8x8 may not change these Terms in any way that would materially and adversely affect Customer’s rights, benefits, obligations, or liabilities under the Agreement unless it gives Customer thirty (30) days’ notification and Customer does not reject such change (in which case the change shall take effect at the end of such notice period). If 8x8 fails to give such notice, or Customer rejects a proposed change, the Agreement shall continue without such change taking effect. 8x8 may make other changes to these Terms (such as, without limitation, adding terms to support orders in a new country or for a new offering) by posting them to [www.8x8.com/order-terms](http://www.8x8.com/order-terms) or this web page (effective on posting).

## **9. GENERAL REPRESENTATIONS AND WARRANTIES; WARRANTY DISCLAIMER**

Each Party represents and warrants it is a bona fide business with power and authority to execute and perform under the Agreement. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 8x8 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, EQUIPMENT, AND/OR AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

## **10. RIGHTS IN AND TO THE SERVICES AND FEEDBACK**

All intellectual property rights and all other rights, title, and interest (collectively, “**Rights**”) in or to the Documentation, Services, and related software, applications, functionalities, APIs, tools, and interfaces (collectively, the “**8x8 Platform**”) – and all configuration designs, code, deliverables, and other work product created by the 8x8 Providers in connection with the Agreement (except to the extent such work product embodies Customer’s pre-existing intellectual property) – shall belong exclusively to 8x8, its Affiliates, and/or their licensors. Customer hereby assigns to 8x8 all Rights in or to any improvement or other feedback Customer gives the 8x8 Providers relating to the 8x8 Providers’ operations, products, or offerings, and agrees 8x8 may use, license, assign, and exploit any ideas, concepts, know-how, or techniques contained therein for any purpose without restriction or compensation.

## **11. TERM AND RENEWAL**

The Agreement shall run from the Effective Date until the earlier of the date it terminates (a) for non-renewal or (b) under Section 12.1 (Exclusive Termination Rights) (such period, the “**Effective Period**”). At the end of any Term, the Agreement shall automatically renew for a twelve (12) month renewal Term (unless the initial Order or a subsequent Order states otherwise) unless either Party gives the other notice of non-renewal at least thirty (30) days before such Term ends.

## **12. TERMINATION**

**12.1. Exclusive Termination Rights.** The Agreement may be terminated:

- (a) by either Party on thirty (30) days' notice to the other if the other Party materially breaches the Agreement (including without limitation any breach of payment obligations or the Use Policy) and fails to cure (if cure is reasonably possible) within the notice period, except Customer shall have no right to cure if 8x8 terminates the Agreement for two or more payment breaches;
- (b) by either Party on notice to the other if the other Party undergoes a Solvency Event;
- (c) by 8x8 on thirty (30) days' notice to Customer if any SaaS Services become subject to an actual or threatened infringement Claim that 8x8 cannot reasonably avoid by procuring a license or modifying or replacing such SaaS Services (any of which 8x8 may do at its sole option and expense);
- (d) by 8x8 on thirty (30) days' notice to Customer if Customer rejects a change to these Terms under Section 8 (Change in Terms);
- (e) by 8x8 on thirty (30) days' notice to Customer if 8x8 determines in good faith it must terminate the Agreement to comply with a Law; or
- (f) by Customer, within thirty (30) days after the Effective Date, on notice to 8x8 that the Ordered SaaS Services do not satisfy Customer's requirements, in which case (i) Customer's Subscription Commitment shall terminate and 8x8 shall refund any unused and prepaid amounts for Ordered SaaS Services for the post-termination period, and (ii) 8x8 shall refund any fees it received for Ordered Equipment (less a \$25.00 (USD) per piece re-stocking fee) returned to 8x8 within thirty (30) days after Customer's notice of termination if Customer first obtains a return authorization number from 8x8 and ships such Ordered Equipment (prepaid by 8x8) undamaged and in its original packaging to the address 8x8 specifies, in accordance with 8x8's instructions (and for clarity, Customer shall remain obligated to pay amounts incurred prior to termination and for any post-termination Usage charges).

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THESE ARE THE PARTIES' SOLE AND EXCLUSIVE RIGHTS TO TERMINATE THE AGREEMENT.

**12.2. Effect of Termination.** When the Agreement terminates, all Orders, SOWs, and EPPs also shall terminate (subject to Customer's continuing financial obligations). If Customer terminates the Agreement under Section 12.1(a) or (b) or 8x8 terminates it under Section 12.1(c), (d), or (e) (Exclusive Termination Rights), Customer's Subscription Commitment shall terminate and 8x8 shall refund any unused and prepaid amounts for Ordered SaaS Services for the post-termination period. No other termination shall relieve Customer of its Subscription Commitment or entitle it to any refund. No termination shall relieve Customer's obligation to pay amounts incurred prior to termination or for any post-termination Usage charges.

### **13. INDEMNIFICATION**

- (a) 8x8 shall defend Customer, its Affiliates, and their personnel (collectively, the "**Customer Parties**") against any threatened or actual third-party Indemnified IP Claim, and indemnify and hold harmless the Customer Parties for any damages, attorneys' fees, defense costs, and other losses (collectively, "**Losses**") payable by them pursuant to the adjudication or settlement thereof.
- (b) Customer shall defend 8x8, its Affiliates, and their personnel (collectively, the "**8x8 Parties**") against any claim, demand, suit, investigation, inquiry, or proceeding (each, a "**Claim**") threatened or brought by any third party arising from or relating to Customer's Content or any actual or alleged breach of the Agreement, and indemnify and hold harmless the 8x8 Parties against any Losses payable by them pursuant to the adjudication or settlement thereof.
- (c) An indemnifiable party shall promptly give notice to the indemnifying Party of an indemnifiable Claim, give the indemnifying Party the option to solely and exclusively control its defense and settlement, and reasonably assist the indemnifying Party in connection therewith. The indemnifying Party shall not enter into any settlement agreement that would create any obligation, restriction, or liability for the indemnifiable party without the indemnifiable party's written consent.

### **14. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- (a) NEITHER 8x8 NOR ITS AFFILIATES SHALL BE LIABLE UNDER THE AGREEMENT, BASED ON ANY LEGAL THEORY (INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE (EACH A "**LEGAL THEORY**")), FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR COVER DAMAGES; LOST PROFITS, REVENUES, OR GOODWILL; OR LOSS OR INTERRUPTION OF BUSINESS.
- (b) 8x8'S AND ITS AFFILIATES' MAXIMUM LIABILITY UNDER THE AGREEMENT, UNDER ANY LEGAL THEORY, SHALL NOT EXCEED THE TOTAL SERVICE FEES PAYABLE UNDER THE AGREEMENT OVER THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST

INCIDENT OUT OF WHICH THE LIABILITY AROSE.

- (c) THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY (i) REGARDLESS OF WHETHER A PARTY KNEW OF THE POSSIBILITY OF SUCH EXCLUDED OR LIMITED DAMAGES, OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND (ii) ON A CUMULATIVE (RATHER THAN PER-INCIDENT) BASIS. CUSTOMER ACKNOWLEDGES THAT PRICING AND OTHER TERMS UNDER THE AGREEMENT ARE BASED ON THE FOREGOING EXCLUSIONS AND LIMITATIONS.

## 15. DISPUTE RESOLUTION

**15.1. Pre-Filing Notice.** For any Covered Claim, each Party shall provide notice to the other Party before initiating any arbitration, court, or other legal proceeding (a “**Proceeding**”) against that Party, its Affiliate, or their personnel, reasonably detailing the Party’s contentions and any specific provisions of the Agreement allegedly breached. The Parties thereafter shall diligently work in good faith to resolve the dispute for thirty (30) days by (at least) ensuring their knowledgeable executives meet to such end in person or by video/teleconference. If the dispute is not resolved within such period, either Party may then initiate the Proceeding without satisfying any further notice or cure period. Failure to comply with all of the foregoing shall constitute a basis for enjoining a Proceeding or dismissing it without prejudice, pending compliance with this Section 15.1 (Pre-Filing Notice).

**15.2. Mandatory Arbitration.** The Parties shall submit Covered Claims to binding arbitration administered in English by the American Arbitration Association (“**AAA**”) in Santa Clara County, California under the AAA’s published commercial arbitration rules. Customer also shall submit claims against other parties relating to Services provided or billed to Customer in any arbitration where Customer asserts Claims against 8x8. A Party may enter judgment on an arbitration award in any court having jurisdiction thereof. The Parties shall bear their own fees, costs, and expenses in any such arbitration. For Customers domiciled outside the US, this Section 15.2 (Mandatory Arbitration) shall only apply to Covered Claims relating to Services provided in the US.

## 16. MISCELLANEOUS

**16.1. Notices.** Notice required under the Agreement shall be provided as follows, unless the Agreement expressly allows otherwise: (a) *to Customer* – by email to Customer’s address in its initial Order, or via personal service, overnight courier, or US certified mail (postage prepaid/return receipt requested) to Customer’s address in Customer’s initial Order (collectively, “**Delivery**”); (b) *to 8x8* – by email to [claims@8x8.com](mailto:claims@8x8.com) (for notices of Claims or termination) or [notice@8x8.com](mailto:notice@8x8.com) (for all other notices), or by Delivery to “8x8, Inc., Attn: Customer Service, 675 Creekside Way, Campbell, CA 95008.” Notices shall be deemed effective: (i) *via email* – the first business day after the date sent, with no undeliverable notification returned; (ii) *via personal service* – the first business day after the date delivered to the noticed Party; (iii) *via Overnight Courier* – the first business day after the date delivered to the courier; and (iv) *via US certified mail* – the fifth (5th) day after the date sent. Either Party may change its notice addresses via notice to the other Party.

**16.2. Governing Law; Jurisdiction.** The Agreement shall be governed by and construed under California Laws without regard for choice or conflicts of law rules. The Parties agree to the venue and jurisdiction of the state and federal courts in Santa Clara County, California (exclusively, if Customer is domiciled in the US), and waive all convenience and other objections thereto.

**16.3. Force Majeure.** Neither Party shall be responsible or liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including without limitation: act of God; fire, flood, hurricane, earthquake, tsunami, or other natural disaster; riot; war; terrorism; government action or intervention; embargo; strike; destruction of facilities; late or failed supplier delivery; power or internet service unavailability; or network or carrier issues.

**16.4. Entire Agreement; Amendment.** The documents comprising the Agreement constitute the Parties’ entire agreement relating to the Ordered Products and expressly supersede and replace any prior or contemporaneous written or oral agreements, understandings, representations, and warranties relating thereto. Customer acknowledges its purchases are not contingent on the delivery of any future functionality or feature. The Agreement may only be amended in writing signed by the Parties unless these Terms expressly allow otherwise. No terms in any purchase order or similar document sent by or on behalf of the Customer Parties (to which 8x8 hereby objects) shall modify the Agreement.

**16.5. Severability.** If any part of the Agreement is held partially or fully illegal, invalid, or unenforceable under applicable Law, the Agreement shall be deemed amended to the extent necessary to enforce it (and, to the greatest extent possible, consistent with the Parties’ original intent).

**16.6. Waiver.** Unless the Agreement expressly provides otherwise, failure to exercise a right under the Agreement shall

not waive that right or any other right. A waiver of any right shall only be enforceable if in writing signed by the waiving Party and conforming with these Terms.

**16.7. Assignment; Binding Effect.** The Agreement shall bind the Parties' heirs, successors, and permitted assigns. Customer may not assign the Agreement or its rights thereunder, or delegate its obligations thereunder, without 8x8's prior written consent. However, no such consent is required for Customer to assign all such rights and delegate all such obligations in connection with a bona fide sale of it or substantially all of its assets on at least ten (10) days' notice (in which case it shall provide any information concerning the assignee that 8x8 reasonably requests). 8x8 may assign its rights and/or delegate its obligations, in full or in part, to one or more of its Affiliates or in connection with any bona fide sale of it or substantially all of its assets.

**16.8. No Third-Party Beneficiaries.** The Agreement is solely for the benefit of and enforceable by the Parties and their permitted assigns unless it expressly states otherwise. Without limiting the foregoing, 8x8 shall have no obligation or liability to any User of the Ordered SaaS Services.

**16.9. Document Execution.** The Parties may use DocuSign or any other widely-used method of verifiable electronic signature and delivery for all documents under the Agreement. Any document or other content related to or proposed for addition to the Agreement that 8x8 prepares and sends to Customer for acceptance via completion of an electronic 8x8 process shall be deemed accepted when Customer completes such process.

**16.10. Interpretation.** Headings in the Agreement are only for convenience and shall not affect its interpretation. The Agreement's reference to a web address (URL) shall include any subpages accessible through one or a series of clearly-labeled hyperlinks, plus any successor sites designated by the website's owner or controller.

**16.11. Survival.** Sections 2.3.1 (Customer Subscription Commitment), 13 (Indemnification), 14 (Exclusions and Limitations of Liability), and 15 (Dispute Resolution) shall survive the Agreement's termination, as shall any other provision that by its nature is intended to so survive.

**16.12. Definitions.** The following capitalized terms shall have the following meanings when used in these Terms:

**"Affiliate"** – an entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**"Agent"** – an individual, identified through a unique login, authorized to use, administer, or take actions with respect to Ordered SaaS Services through Customer's account.

**"Covered Claim"** – a Claim by one Party against the other Party, its Affiliate, or any of their personnel, other than Claims (a) for injunctive relief, (b) by 8x8 or its Affiliate relating to Billed Amounts other than Disputed Amounts, and/or (c) that the Agreement expressly requires the other Party to defend.

**"Documentation"** – user manuals and technical documentation related to the SaaS Services posted to [www.8x8.com](http://www.8x8.com) or otherwise made available by 8x8 to its customers from time to time (excluding marketing or promotional materials).

**"Indemnified IP Claim"** – a Claim alleging the SaaS Services, as used in accordance with the Agreement and the Documentation, infringe any patent, trademark, or copyright enforceable under the Laws of the Primary Market or the European Union other than Claims based upon: (a) the combination, operation, or use of SaaS Services with any non-8x8 product or service; (b) the alteration or modification of SaaS Services other than by the 8x8 Providers; or (c) the 8x8 Providers' modification of SaaS Services at Customer's request.

**"Laws"** – US, foreign, international, national, state, provincial, territorial, municipal, local, or other laws, regulations, codes, ordinances, treaties, conventions, writs, decrees, resolutions, promulgations, or legally-binding orders, rulings, or demands.

**"Party"** – each of 8x8 and Customer (together, the **"Parties"**).

**"Regulatory Fees"** – Emergency Services Fees (or E911 Service Fees in the US), Regulatory Recovery Fees (in the US), and other recurring fees (other than Service Fees, Administrative Fees, Taxes, or government-imposed charges) 8x8 or its Affiliate charges for each number associated with telephony Ordered SaaS Services.

**"SaaS Services"** – 8x8 unified-communications-as-a-service (such as 8x8 Virtual Office and 8x8 Work) ("**UCaaS**") and contact-center-as-a-service (such as 8x8 Virtual Contact Center and 8x8 Contact Center) ("**CCaaS**") services (whether stand-alone, included in 8x8 Editions or 8x8 X Series, or otherwise bundled with other services), including all components thereof.

**"Service Fees"** – the base recurring fees for Ordered SaaS Services.

**"Solvency Event"** – a bankruptcy, reorganization, insolvency, or similar proceeding not dismissed within thirty (30) days; dissolution; becoming insolvent or bankrupt; or the making of an assignment for the benefit of creditors.

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# 8x8 UCAAS/CCAAS DATA PROCESSING ADDENDUM

Version: September 19, 2023

**DPA-1. Applicability.** This 8x8 UCaaS/CCaaS Data Processing Addendum (this “DPA”) applies where 8x8 processes personal data of individuals in providing the Ordered SaaS Services.

**DPA-2. Definitions.** Capitalized terms not defined in this DPA are as defined elsewhere in the Terms.

“**Applicable Data Protection Law**” – all binding Laws that apply to the Parties relating to 8x8’s processing of personal data in providing the Ordered SaaS Services.

“**controller**”, “**processor**”, “**data subject**”, “**personal data**” and “**processing**” or equivalent terms are as defined in Applicable Data Protection Law (e.g., the California Consumer Privacy Act refers to controllers as “businesses” and processors as “service providers”).

“**Customer Personal Data**” – Customer Controller Personal Data and Customer Processor Personal Data.

“**Customer Controller Personal Data**” – Personal Data for which Customer decides the purposes and means of processing, and which 8x8 processes to provide Ordered SaaS Services in accordance with Customer’s instructions.

“**Customer Processor Personal Data**” – Personal Data that Customer processes on behalf of a controller and that 8x8 processes to provide Ordered SaaS Services in accordance with Customer’s instructions.

“**Security Incident**” – (a) accidental or unlawful destruction, or (b) loss, alteration, unauthorised disclosure of, or access to Customer Personal Data.

**DPA-3. Relationship of the Parties.** Customer is the controller of Customer Controller Personal Data and the processor of Customer Processor Personal Data. 8x8 is a processor of Customer Personal Data. The Parties shall not act as joint controllers for any processing of Customer Personal Data.

**DPA-4. Customer Obligations.**

**DPA-4.1. Customer as a Controller.** If any of the following might affect 8x8’s use or disclosure of Customer Controller Personal Data, Customer shall notify 8x8 of: (a) any limitations in its privacy notice to data subjects; (b) any revocation of or change to a data subject’s consent to use or disclose Customer Controller Personal Data; or (c) any restrictions Customer and its data subjects have agreed to regarding the use of Customer Controller Personal Data.

**DPA-4.2. Customer as a Processor.** If a data controller notifies Customer of the following, which might affect 8x8’s use or disclosure of Customer Processor Personal Data, Customer shall notify 8x8 of: (a) any limitations in the controller’s privacy notice to data subjects; (b) any revocation of or change to a data subject’s consent to use or disclose Customer Processor Personal Data; or (c) any restrictions the controller and its data subjects have agreed to regarding the use of Customer Processor Personal Data.

**DPA-5. 8x8 Obligations.**

**DPA-5.1. 8x8 as a Processor.** Customer appoints 8x8 as a processor to process Customer Personal Data for the purposes described in the Agreement (which include, without limitation, providing, supporting, enhancing, and quality-controlling the Ordered SaaS Services), as required by Law, or as the Parties otherwise agree in writing (the “**Permitted Purposes**”).

**DPA-5.2. Authorized Personnel.** 8x8 shall ensure anyone it authorizes to process Customer Personal Data is subject to appropriate confidentiality obligations.

**DPA-5.3. Subcontracting.** 8x8 may engage third-party subprocessors to process Customer Personal Data for the Permitted Purposes. 8x8 shall: (a) maintain an up-to-date list of its subprocessors at the 8x8.com website and update it at least 10 days before changing any subprocessor; (b) impose data protection terms on subprocessors of Customer Personal Data no less onerous than those in Section 5 (8x8 Obligations) of this DPA; and (c) be liable for any breach of Section 5 (8x8 Obligations) of this DPA caused by a subprocessor act or omission. 8x8’s subprocessor list is available at <https://support.8x8.com/support-services/billing-account-management/who-are-8x8s-sub-processors>. Customer may sign up for email notice of subprocessor updates by request to [8x8\\_subprocessor\\_notification@8x8.com](mailto:8x8_subprocessor_notification@8x8.com). Customer may object to a proposed 8x8 subprocessor change based on reasonable data protection grounds before 8x8 makes the change. If it does, 8x8 shall use reasonable efforts to avoid the change, and if 8x8 cannot do so Customer may terminate the Agreement for material breach under Section 12.1(a) (Exclusive Termination Rights) of the Terms.

**DPA-5.4. Data Subjects' Rights.** 8x8 shall reasonably and timely assist Customer in responding to data subjects' requests to exercise their rights under Applicable Data Protection Law or any other correspondence, inquiry, or complaint Customer receives from any third party in connection with 8x8’s processing of Customer Personal Data. If 8x8 receives a such a request directly it shall promptly inform Customer of and provide reasonable details as to the same.

**DPA-5.5. Data Protection Impact Assessment.** If 8x8 believes or learns its processing of Customer Personal Data is likely to result in a high risk to data subjects’ data protection rights and freedoms, 8x8 shall inform and reasonably cooperate with Customer in connection with any data protection impact assessment to the extent Applicable Data Protection Law so requires.

**DPA-5.6. Security Incidents.** Subject to 8x8’s legal obligations, 8x8 shall inform Customer without undue delay if it learns of a confirmed



Security Incident and reasonably cooperate with Customer to help Customer fulfill its data breach reporting obligations under and in accordance with the timescales required by Applicable Data Protection Law. Subject to 8x8’s legal obligations, 8x8 also shall take reasonably necessary actions to remedy or mitigate the effects of the Security Incident and update Customer as to all material developments in connection therewith.

**DPA-5.7. Deletion or Return of Data.** 8x8 shall destroy all Customer Personal Data in 8x8’s possession or control within sixty (60) days after Customer deletes it from the relevant account or closes such account. This requirement shall not apply to the extent a ny Law requires 8x8 to retain Customer Personal Data (including Customer Personal Data archived on back-up systems), which 8x8 shall securely isolate and protect from any further processing except to the extent required or permitted by such Law.

**DPA-5.8. Data Security Measures.** 8x8 shall implement and maintain at least the following administrative, physical, and technical safeguards to protect Customer Personal Data that 8x8 processes through the Ordered SaaS Services:

- (a) Maintaining a written information security program for all 8x8 systems that process Customer Personal Data (“**8x8 Systems**”);
- (b) Ensuring the 8x8 Systems’ safeguards comply with FISMA, NIST 800-53 r5, or a reasonably equivalent data security framework;
- (c) Regularly assessing information security risks to the 8x8 Systems and associated information processing activities and the effectiveness of the 8x8 Systems’ information security controls;
- (d) Maintaining and updating a business continuity and disaster recovery plan;
- (e) Using commercial reasonable efforts to prevent the introduction of malicious code into the 8x8 Systems;
- (f) Using commercial reasonable efforts to encrypt Customer Personal Data while at rest and in transit within the 8x8 Systems;
- (g) Limiting access to information on the 8x8 Systems to authorized individuals;
- (h) Limiting physical access to the 8x8 Systems to authorized individuals;
- (i) Training users of the 8x8 Systems regarding the information security risks associated with their activities and applicable laws and policies; and
- (j) Imposing formal sanctions for 8x8 personnel failing to comply with 8x8’s information security policies and procedures.

**DPA-6. Customer Personal Data Processing Details.** The following terms shall apply to 8x8’s processing activities to the extent Customer orders or uses the following SaaS Services.

	<b>8x8 UCaaS*</b>	<b>8x8 CCaaS*</b>
<b>Subject-matter of processing</b>	8x8’s voice over IP cloud services, which enable customers and end Users to (i) communicate across a range of digital devices, and (ii) make phone calls, join video conferences, send text messages, manage voicemails, and access their corporate directory.	8x8’s cloud-based contact center service, which enable customers and end Users to (i) create and operate contact centers from a range of digital devices, (ii) manage call routing and campaigns, and (iii) run reports to monitor traffic and Agent performance.
<b>Duration of processing</b>	The Effective Period.	
<b>Nature/ purpose of processing</b>	Provision of the Ordered SaaS Services as set out in the Agreement. End Users may use the SaaS Services to transmit, receive, and/or store audio, textual, visual, and video content in the form of voice calls, video calls, voicemails, voice recordings, internet facsimiles, text and other messages, video meetings, and device screen shares or captures. They may also record and/or store (and upload, for 8x8 CCaaS) within the Ordered SaaS Services information (such as profiles for individual contacts or notes regarding a call or support case or ticket) regarding the third parties with or about whom they communicate through the Ordered SaaS Services. Customer can also decide whether to integrate additional third-party tools into the Ordered SaaS Services (such as CRM or email tools) to provide an integrated user experience.	
<b>Type of Personal Data</b>	Name, contact details, and job-related Personal Data (such as work title and email address); Personal Data regarding calling and other communications activity and preferences and usages of the Ordered SaaS Services; IP addresses; web browsing and online searching activity and accessing of the Ordered SaaS Services (for 8x8 CCaaS); or access to videos, emails, written materials, product demonstrations, and other content; any Personal Data voluntarily disclosed to an end User or third party with whom an end User communicates.	
<b>Categories of data subjects</b>	Users of the Ordered SaaS Services, and those with whom they communicate, record, or store information through the Ordered SaaS Services.	

<b>Obligations/rights of controller</b>	As set out in the Agreement.
<b>Frequency of transfer</b>	Continuous.

\*Includes the relevant service whether ordered/provided as a stand-alone service or as included in a product bundle that includes other services (such as in 8x8 Editions or 8x8 X Series).

**DPA-7. Third-Party Services.** Where Customer uses or has requested third-party services be made available as part of the Ordered SaaS Services, Customer agrees any processing of Customer Personal Data that relates to such third-party services shall be carried out by the third party directly, and 8x8 shall have no liability or responsibilities as to such processing. Any terms governing such processing shall be as set out in a separate agreement between Customer and the third party.

**DPA-8. Transfers in the UK, EEA, and Switzerland.**

**DPA-8.1. Transfer Restrictions.**

- (a) 8x8 shall not transfer Customer Personal Data outside of the UK, the European Economic Area ("EEA") or Switzerland without taking measures necessary to ensure the transfer complies with Applicable Data Protection Law. Such measures may include (without limitation) transferring Customer Personal Data to a recipient in a country that the UK, European Commission ("EC"), or Switzerland (respectively) has decided provides adequate protection for Personal Data, to a recipient that has achieved binding corporate rules authorization in accordance with Applicable Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the UK, EC, or Switzerland (respectively).
- (b) To the extent that Customer uses Ordered SaaS Services to process UK/EEA/Swiss Customer Personal Data in a country that has not been designated by the EC, UK Government, or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, Sections 8.2 (EEA Transfers) to 8.4 (Switzerland Transfers) of this DPA shall apply. In the event of a conflict between the terms of the Standard Contractual Clauses and the other parts of this DPA, the Standard Contractual Clauses (per Sections 8.2 (EEA Transfers) to 8.4 (Switzerland Transfers)) shall control.

**DPA-8.2. EEA Transfers.** Where Customer exports Customer Personal Data for an EEA data subject to 8x8 in a country that the EC has not determined adequately protects Personal Data, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the "EU SCCs") shall be incorporated into the Agreement by reference as follows:

- (a) Module Two shall apply for Customer Controller Personal Data;
- (b) Module Three shall apply for Customer Processor Personal Data;
- (c) In Clause 7, the optional docking Clause shall not apply;
- (d) In Clause 9, Option 2 shall apply, and the time period for prior notice of sub-Processor changes shall be as set out in Section 5.3 (Subcontracting) of this DPA;
- (e) In Clause 11, the optional language shall not apply;
- (f) In Clause 17, Option 1 shall apply, and the EU SCCs shall be governed by the law of Ireland;
- (g) In Clause 18(b), disputes shall be resolved before the courts of Ireland;
- (h) In Annex I:

Part A:

Name	Address	Contact person's name, position, contact details	Activities relevant to the data transferred under these Clauses	Role (controller/processor)
8x8, Inc.	675 Creekside Way, Campbell, CA 95008	Brendan Kasper, DPO, <a href="mailto:dpo@8x8.com">dpo@8x8.com</a> , +1-646-751-7323	Provision of Ordered SaaS Services	Processor
As set forth in	As set forth in the initial Order	The individual and email address in Customer's initial Order or otherwise	Use of 8x8 UCaaS and/or CCaaS	Controller and/or Processor

the initial Order		communicated by Customer via notice to 8x8.	Ordered SaaS Services	
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Part B: with the relevant portions of Section 6 (Customer Personal Data Processing Details) of this DPA; and

Part C: in accordance with the criteria set out in Clause 13(a) of the EU SCCs;

(i) In Annex II: with the Security Measures in Section 5.8 of this DPA.

**DPA-8.3. United Kingdom Transfers.** Where Customer, as a data exporter, transfers Customer Personal Data for a United Kingdom data subject to 8x8, as a data importer, in a country that the United Kingdom has not determined adequately protects Personal Data, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**") shall be incorporated into the Agreement by reference as follows:

- (a) For Customer Controller Personal Data, the EU SCCs, completed as set out above for EEA Customer Controller Personal Data, shall apply to transfers of such data and shall be deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such Customer Controller Personal Data. In addition, tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed with the information set out above for EEA Customer Controller Personal Data (as applicable), with the Security Measures in Section 5.8 of this DPA, and table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "neither party."
- (b) For Customer Processor Personal Data, the EU SCCs, completed as set out above for EEA Customer Processor Personal Data, shall apply to transfers of such data and shall be deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such Customer Processor Personal Data. In addition, tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed with the information set out above for EEA Customer Processor Personal Data (as applicable), with the Security Measures in Section 5.8 of this DPA, and table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "neither party."

**DPA-8.4. Switzerland Transfers.** Where Customer, as a data exporter, transfers Customer Personal Data for a Swiss data subject to 8x8, as a data importer, in a country that Switzerland has not determined to have adequate protection for Personal Data, EU SCCs appropriate for Customer Controller Personal Data and/or Customer Processor Personal Data shall be deemed entered into (and incorporated into the Agreement by reference) with the following modifications:

- (a) The term "member state" in the EU SCCs shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCCs; and,
- (b) The references in the EU SCCs to the GDPR shall be deemed as references to the FADP insofar as the data transfers are subject to the FADP.

# 8x8 UCaaS/CCaaS REGIONAL TERMS

Version: September 19, 2023

**A. Applicability.** These 8x8 UCaaS/CCaaS Regional Terms (these “**Regional Terms**”) apply only to Ordered Products provided to a Customer location identified by a physical address in the Agreement (a “**Customer Location**”) in the US or Canada, or Australia. However, if a provision of these Regional Terms expressly references another country or region, that provision shall apply only to Ordered Products provided to a Customer Location in such country or region. Capitalized terms not defined in the Regional Terms are as defined elsewhere in the Terms.

**B. Numbers and Porting.** Subject to (1)-(3) below, 8x8 shall support number portability under applicable Law for UCaaS Ordered SaaS Services involving telephone numbers that (i) 8x8 or its Affiliate provides to Customer (“**8x8 Numbers**”) or (ii) Customer ports into 8x8 or its Affiliate (“**Ported-In Numbers**”):

- 1. Availability of Porting.** In the US and Canada, number portability depends on the cooperation of third parties outside of 8x8’s control. In other countries, portability may be unavailable under certain circumstances (e.g., if 8x8 has no porting agreement with a relevant carrier), and so Customer may be unable to port numbers when transferring service to or from 8x8 or its Affiliate.
- 2. 8x8 Numbers.** 8x8 shall use commercially reasonable efforts to help Customer retain numbers assigned to the Ordered SaaS Services during the Effective Period. However, 8x8 Numbers may be changed on reasonable notice to Customer where 8x8 or its Affiliate determines in good faith that such change is required by Law or by a valid third-party claim to such 8x8 Numbers.
- 3. Port-Outs.** If Customer requests, 8x8 shall use commercially reasonable efforts to help Customer port out 8x8 Numbers and Ported-In Numbers either on termination of the Agreement or a Reduction. However, (a) outside of the US and Canada 8x8 shall have no obligation to port out 8x8 Numbers if doing so would require porting out a larger block of numbers, and (b) 8x8 may charge a reasonable administrative fee for each actual or attempted port-out (to the extent permitted by Law).

**C. Emergency Calling Labels.** For UCaaS telephony Ordered SaaS Services ordered to a US or Canada Customer Location, 8x8 shall provide Customer with warning labels regarding limitations or unavailability of 911 emergency dialing. Customer shall place a label on or near any equipment that may be used with Ordered SaaS Services and ask 8x8 for additional labels if necessary.

**D. Reverse Charge of GST in Australia.** The Agreement’s prices do not include goods and services tax (“**GST**”) payable by Customer. The Parties shall account for Australian GST on Ordered Products provided to a Customer Location in Australia pursuant to the reverse charge provisions of Division 83 of the A New Tax System (Goods and Services Tax) Act 1999 and confirm that such Ordered Products are provided to Customer and not a resident agent. 8x8 confirms it does not have a permanent establishment in Australia for providing Ordered Products nor does it provide them through an enterprise that it carries on in Australia.

## UNITED KINGDOM AND EUROPE SUPPLEMENT TO 8x8 UCaaS/CCaaS REGIONAL TERMS

Version: September 19, 2023

**EU-1. Applicability.** This United Kingdom and Europe Supplement to 8x8 UCaaS/CCaaS Regional Terms (this “**Supplement**”) is a supplement to the Regional Terms and applies solely to Ordered Products provided to a Customer Location in the UK or Europe. The 8x8 entity that provides Ordered Products in the UK or Europe, and to which this Supplement relates, is 8x8 UK Limited (trading as 8x8), registered in England with company number 05083841 (Oxford House, Bell Business Park, Smeaton Close, Aylesbury, Buckinghamshire HP19 8JR), as per the relevant Order. In this Supplement, references to 8x8 refer to 8x8 UK Limited. As among 8x8, Inc. and all of its Affiliates, 8x8 UK Limited shall be solely liable for such applicable Ordered Products and their related Orders.

**EU-2. UK Europe Emergency Calling Notice.** Customer acknowledges the emergency calling notice at <https://www.8x8.com/terms-and-conditions/europe-emergency-calling-notice>, which applies to 8x8 UCaaS or 8x8 CCaaS Ordered SaaS Services within the scope of this Supplement.

**EU-3. Numbers and Porting.** All provisions of Section B (Numbers and Porting) of the Regional Terms shall apply to Ordered SaaS Services within the scope of this Supplement other than provisions expressly applicable to the US and/or Canada. 8x8 shall take reasonable steps to ensure transfer and activation of numbers is completed as soon as reasonably practicable in accordance with applicable Laws. Customer acknowledges technical and procedural requirements relating to number transfers may impact their timing, such as where 8x8 requires an agreement with another communications provider relating thereto. Customer may request a credit against its next bill for the period from the second business day after the confirmed transfer date through the number transfer completion date, which shall be in full and final settlement of any claim Customer may have against 8x8 or its Affiliates (present or future) relating to the delay, calculated as follows: [monthly charges for the Ordered SaaS Services for such number] times 12, divided by 365, times [number of days delayed until porting is complete]. Notwithstanding the foregoing any date change due to a delay in

fulfilling the porting activation requirements shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation unless applicable Law provides otherwise.

#### Country-Specific Contact Details/Information.

Ombudsman Service Scheme in Belgium†	See <a href="http://www.ombudsmantelecom.be">www.ombudsmantelecom.be</a> ; also: <i>The Office of the Ombudsman for Telecommunications</i> Boulevard Roi Albert II 8 boîte 3, 1000, Brussels, Belgium Telephone: 02 223 09 09; Fax: 02 219 86 59 E-mail: <a href="mailto:plaintes@mediateurtelecom.be">plaintes@mediateurtelecom.be</a> ; <a href="mailto:klachten@ombudsmantelecom.be">klachten@ombudsmantelecom.be</a>
Dispute Service Scheme in Germany	See <a href="https://www.bundesnetzagentur.de/DE/Beschlusskammern/BK11/BK11.html">https://www.bundesnetzagentur.de/DE/Beschlusskammern/BK11/BK11.html</a>
National Regulatory Authority in Ireland*	Commission for Communications Regulation (CommReg) 1 Dockland Central, Guild Street, Dublin 1, D01 E4X0
CommReg Dispute Service Scheme in Ireland	See <a href="https://www.comreg.ie/queries-complaints/">https://www.comreg.ie/queries-complaints/</a>
National Regulatory Authority in Netherlands*	Authority for Consumers and Markets PO Box 16326, 2500 BH The Hague, The Netherlands Telephone: +31 70 7222 000; Fax: +31 70 7222 355
National Regulatory Authority in Poland*	The President of the Office of Electronic Communications (Urząd Komunikacji Elektroniczej) 18/20 Kasprzaka Street, 01-211 Warsaw, Poland Telephone: +48 22 53 49 156; Fax: +48 22 53 49 155 E-mail: <a href="mailto:uke@uke.gov.pl">uke@uke.gov.pl</a> ; Online: <a href="https://www.uke.gov.pl/kontakt/">https://www.uke.gov.pl/kontakt/</a>
National Regulatory Authority in Sweden*	The Swedish Post and Telecom Authority (PTS) Box 5398, SE-102 49 Stockholm, Sweden Telephone: +46 8 678 55 00; Telefax: +46 8 678 55 05 E-mail: <a href="mailto:pts@pts.se">pts@pts.se</a>

\*For Ordered SaaS Services that are telecommunications services.

†If an ombudsman service scheme applies, the ombudsman will consider both sides of the complaint and resolve the dispute. That decision shall bind 8x8, but Customer may reject it and pursue other avenues.

**EU-5. Customer Support.** For further details, Customer may contact 8x8 support at [uk-support@8x8.com](mailto:uk-support@8x8.com) or such other address 8x8 may provide from time to time, or by calling 8x8's main line +44 (0)02070966060 and clearly stating Customer requires support.

**EU-6. B2B Contract; List Pricing.** Customer is buying Ordered Products as a business user under a business-to-business contract. All relevant current list pricing is available at [www.8x8.com/uk](http://www.8x8.com/uk).

**EU-7. Payment and Dispute Resolution for Spanish Customers.** Spanish Customers with Ordered SaaS Services provided to a Customer Location in Spain may ask to pay by generally market-accepted means other than direct debit, and may address claims regarding Ordered Services to the Spanish Secretaría De Estado De Las Telecomunicaciones Y Para La Sociedad De La Información.

#### EU-8. Supplemental Terms for Italy Ordered Products.

**EU-8.1. Applicability.** Section EU-8 (Supplemental Terms for Italy Ordered Products) applies solely as to Ordered Products provided to a Customer Location in Italy and, as to any such Ordered Products, shall prevail in any conflict with the other parts of the Terms.

**EU-8.2. Number Porting in Italy.** In addition to the provisions of Section EU-3 (Numbers and Porting) of this Supplement:

- (a) pursuant to Resolution no. 11/06/CIR, issued by the Authority for the Guarantees in Telecommunications ("AGCOM"), setting forth "Regulations on the supply of VoIP (Voice over Internet Protocol) services, and supplement to the National Numbering Plan" (the "Regulation") and art. 73 of Italian Legislative Decree 1 August 2003 no. 259 (CCE or Legislative Decree no. 259/2003) (the "Electronic Communication Code"), 8x8 takes all necessary measures to ensure uninterrupted access to emergency services;
- (b) pursuant to Law 31 July 2005, no. 155, concerning the identification of clients and data retention of telephone traffic, to register with 8x8, Customer must provide 8x8 with a copy of its identity document (and of Users or other third parties allowed to use the Ordered SaaS Services);
- (c) pursuant to the Regulation and art. 96 of the Electronic Communication Code, in case of performances in the interest of justice, 8x8 may be required to reply to the request of information from the public authority;
- (d) pursuant to the Regulation and art. 79 of the Electronic Communication Code, the number of the calling party is visible, in accordance with relevant national and EU legislation on protection of personal data and privacy. To the extent technically feasible, 8x8 provides data and signals to facilitate the offering of calling line identification performance and tone dialing across Member States' borders;
- (e) pursuant to the Regulation, Customer acknowledges and agrees that geographic numbers can be used for Ordered SaaS Services provided at a fixed location, such that for the publicly Available Telephone Services (PATS) at fixed locations (*i.e.*, telephone services

beginning with “0”), nomadism is allowed only within the originating telephone district. Accordingly, Customer expressly agrees not to use, or allow Users or other parties to use, geographic numbers outside the corresponding district (*e.g.*, Customer shall not use a number beginning with “02” for a phone call from outside the district of Milan). Thus, the VoIP terminal must be installed exclusively in properties located in the calling area corresponding to the assigned geographic district; and

- (f) pursuant to the Regulation, Customer is allowed to call and receive calls from users of all communication networks, Italian and foreign, including mobile, networks, which use numbers of a national or international numbering plan.

**EU-8.3. Tariffs in Italy.** The tariff for a call directed to a nomadic number will not exceed the tariff applicable to a call to a geographic number.

**EU-8.4. Express Consent in Italy.** Pursuant to articles 1341 and 1342 of Italian Civil Code, by entering into the Agreement, Customer expressly agrees and approves of the following Sections of the Terms: 2.4 (SaaS Services Limitations), 2.5 (Third-Party Offerings and Integrations), 2.6 (Suspension and Restriction), 3 (Equipment), 7.1, (Payment of Billed Amounts), 7.2 (Disputed Amounts), 9 (General Representations and Warranties; Warranty Disclaimer), 11 (Term and Renewal), 12 (Termination), 13 (Indemnification), 14 (Exclusions and Limitations of Liability), 15 (Dispute Resolution), 16.2 (Governing Law; Jurisdiction), and 16.3 (Force Majeure).

**EU-8.5. Dispute Resolution in Italy.** According to art. 1, paragraph 11, of Law no. 249/97, any disputes, identified by AGCOM, that may arise between Customer and 8x8 must be mandatorily referred to the alternative dispute resolution procedure provided by the Regional Committee for Telecommunications (CORECOM) before proceedings are commenced, pursuant to the current regulation (Resolution no. 173/07/CONS and following, issued by AGCOM).

# 8x8 UCAAS/CCAAS USE POLICY

Version: September 19, 2023

**I. Definitions; Former Title.** Capitalized terms not defined in this 8x8 UCaaS/CCaaS Use Policy (this “**Use Policy**”) are as defined elsewhere in the Agreement or other document to which this Use Policy applies. For the avoidance of doubt, any reference in any document to the “8x8 Virtual Office and Virtual Contact Center Use Policy” shall be deemed to refer to this Use Policy, which was formerly titled as such.

**II. Scope of Customer Responsibility.** Customer shall be responsible and liable for all access to or use of the Ordered SaaS Services or the 8x8 Platform by or on behalf of itself or the Users (all such use, “**Customer Use**”), and for the foregoing parties’ compliance with this Use Policy (with their breach of it being attributable to Customer).

**III. Determination of Requirements.** Customer shall be solely responsible for understanding and complying with all of the following as applicable to Customer Use or the transport or use of Ordered Equipment: (a) Laws; (b) contractual obligations; (c) Foreign Requirements (defined below); (d) network/wireless carrier requirements; and (e) industry-standard frameworks (e.g., the Mobile Marketing Association Guidelines relating to texting) (collectively, the “**Requirements**”). Without limitation, the Requirements might include Laws relating to: (i) importing or exporting products, technologies, data, or other materials; (ii) marketing, solicitation, business practices, telecommunications, or electronic communications (e.g., the US Telephone Consumer Protection Act of 1991 (TCPA) and Canada’s Anti-Spam Legislation (CASL)); (iii) the privacy or security of personal data; and (iv) wiretapping, surveilling, monitoring, or recording communications or other activities (which Laws might prohibit or restrict use of certain SaaS Services features, such as Barge-Monitor-Whisper and Quality Management). The Customer Parties shall not rely on the 8x8 Parties’ statements as legal advice relating to the foregoing.

**IV. Use Outside of Primary Market.** Because the SaaS Services are nomadic, they could be accessed from virtually anywhere in the world (not just the Primary Market). While the Terms do not prohibit Customer Use outside of the Primary Market, 8x8 makes no promises, representations, or warranties as to whether such Customer Use complies with restrictions imposed by Law, carriers, ISPs, etc. outside of the Primary Market (“**Foreign Requirements**”). Customer shall be solely responsible for ensuring Customer Use complies with Foreign Requirements, regardless of whether an 8x8 Party consents to such Customer Use.

**V. Policy Requirements.** Customer agrees, represents, and warrants that:

(a) **Compliance** – All Customer Use and use and transport of Ordered Equipment shall comply with all applicable Requirements.

(b) **Consents, Etc.** – Customer has obtained all consents, licenses, rights, authorizations, and/or permits, and provided all disclosures and notifications, required for or in connection with Customer Use.

(c) **Do-Not-Call List** – If Customer Use involves telemarketing, solicitation, or substantial outbound activities, Customer shall maintain and enforce an accurate, current, and comprehensive “do not call” list to prevent contacting applicable parties.

(d) **No Resale** – Ordered SaaS Services shall not be sold/resold, leased/subleased, licensed/sublicensed, rented, time-shared, or otherwise made available other than to Customer Affiliates, and all Customer Use shall only be for Customer’s or its Affiliate’s internal business use.

(e) **Documentation** – All Customer Use shall be consistent with the applicable Documentation.

(f) **Equipment** – Customer shall order Ordered Equipment solely for use with Ordered SaaS Services.

(g) **No Bribery** – Neither the Customer Parties nor Users of Ordered SaaS Services have received or been offered a bribe, kickback, or illegal or improper thing of value from any 8x8 Party in connection with the Agreement.

(h) **Other Prohibited Uses and Activities** – Customer Use shall not involve, promote, or facilitate any: (i) fraudulent, criminal, defamatory, harassing, harmful, misleading, threatening, unlawful, or tortious conduct; (ii) transmission of misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value; (iii) transmission, storage, or distribution of any materials containing any virus, time bomb, Trojan horse, worm, malware, spyware, adware, cancel bot, or similar programs, files, or code; (iv) misappropriation of 8x8’s or a third party’s property, or infringement of 8x8’s or a third party’s property, intellectual property, privacy, or other rights; (v) accessing or use of SaaS Services in or from a US-embargoed country; or (vi) conduct that could reasonably cause the 8x8 Providers to violate any Law.

(i) **Export Control** – Neither the Customer Parties nor the Users of Ordered SaaS Services shall be on any US government-denied party list during any period when they can access or use the Ordered SaaS Services (the “**Access Period**”).

(j) **Reasonable Business Use** – Ordered SaaS Services shall be used solely for reasonable business use which, for “unlimited,” “Editions,” or X Series plans, features, or functionalities, means three (3) times the average monthly usage of such SaaS Services by all 8x8, Inc. customers.

(k) **Registration Information** – During the Access Period, Customer shall (i) ensure all account, Agent, and registration information (including without limitation Customer’s legal name and payment information, Customer/Agent contact information, and any personal data included therein) (“**Registration Information**”) is accurate, legal, legally obtained, and complete, (ii) promptly update Registration Information as needed to ensure its accuracy, and (iii) promptly verify any Registration Information on 8x8’s request.

(l) **Network Requirements** – Customer shall ensure all aspects of any applicable network environments comply with the Documentation and are configured appropriately for Customer’s proposed use of Ordered SaaS Services.

(m) **Use With Supported Devices** – All Customer Use (other than via an 8x8 desktop or mobile application) shall be via equipment then-listed at [www.8x8.com/CommunicationsSolutions/Equipment](http://www.8x8.com/CommunicationsSolutions/Equipment) (“**Supported Devices**”) or pre-approved by 8x8 in writing for such Customer Use. Regardless of any such approval, 8x8 shall not be liable for or obligated to support Customer Use with equipment other than Supported Devices.

(n) **Security of Ordered Products** – During the Access Period, Customer shall: (i) use reasonable and appropriate safeguards to prevent unauthorized access to or use of the Ordered SaaS Services and/or the related account(s), including data transmitted, received, or stored in or through them, and any equipment used to access them; and (ii) promptly give 8x8 notice of any such unauthorized activity and cooperate with 8x8 to address or prevent any such incident. Without limiting the foregoing, Customer shall (1) ensure Agents choose robust passwords, change passwords regularly, only disclose passwords to authorized 8x8 support agents, and log off from accounts at the end of each access session, and (2) not modify any of the above-described equipment without 8x8’s express written consent.

(o) **Updates and Security** – During the Access Period, the Customer Parties and the Users shall (i) promptly install all upgrades, bug fixes, patches, and other corrections for the SaaS Services the 8x8 Providers make available, and (ii) do nothing that could reasonably (1) compromise the integrity or security of the 8x8 Providers’ services, platforms, or networks, or (2) materially damage or compromise the privacy of the 8x8 Providers or the 8x8 Providers’ customers.

(p) **Prohibited Acts** – During the Access Period, neither the Customer Parties nor the Users shall (i) use, inspect, possess, copy, reverse engineer, or attempt to discover the source code of any component of the 8x8 Platform or any source code used to create any such component unless expressly permitted by Law; (ii) exploit the SaaS Services’ undocumented features; (iii) attempt to scan the 8x8 Providers’ or their customers’ networks, environments, or systems for penetration or security assessment purposes, or hack or gain unauthorized access to any such network, environment, or system; (iv) trunk or forward any extensions or numbers associated with the SaaS Services to a private branch exchange or key system, or to other numbers that can process multiple calls simultaneously; or (v) access or use any SaaS Services to build a competitive product, for benchmarking or competitive purposes, or to monitor their availability, performance, or functionality.

(q) **Oversight of Agents** – During the Access Period, Customer shall: (i) ensure each UCaaS Ordered SaaS Services extension and its associated login (other than Conference Extensions) is only accessed and used by the Agent then-assigned to it; (ii) only designate as Agents, or allow to access or use the Ordered SaaS Services, individuals over whom Customer has sufficient control to ensure they comply with this Use Policy; and (iii) train and oversee Users to ensure they comply with this Use Policy.

(r) **Alarm Systems** – Ordered SaaS Services are not intended to be used to carry alarm signals (as power failures and various incompatibles with alarm systems for VoIP could cause the alarm system to not work when it is needed).

(s) **SMS Campaign Registration** – Customer shall be solely responsible for submitting Short Message Service (“**SMS**”) campaign registration applications [with the Campaign Registry (currently at [www.campaignregistry.com](http://www.campaignregistry.com))] and for the content and costs of such submissions, and Customer acknowledges 8x8’s ability to provide SMS functionality through the Ordered SaaS Services is expressly conditioned on third-party approval from the Campaign Registry.

(t) **911 Regulatory Disclosure** – CUSTOMER ACKNOWLEDGES IT HAS REVIEWED THE 911 AND EMERGENCY SERVICES NOTICE AT <https://www.8x8.com/terms-and-conditions/911-notice>.