



## 8x8 SERVICE AGREEMENT

LEGAL INFORMATION HUB 2025-11-12

**1. AGREEMENT; APPLICABILITY; CONFLICT.** Your “**Agreement**” with 8x8 created on your initial Order’s effective date (the “**Effective Date**”) consists of this Service Agreement, your Order(s), and any SOW(s). In any conflict, their order of precedence is: (1) Orders; (2) SOWs (as to Project Services therein); and (3) this Service Agreement and its components. Please note, in addition to in-text definitions, certain terms are defined in Section 20.12 (Definitions) of this Service Agreement, or in your Order. You and 8x8 are each a “**Party**” to the Agreement.

**2. ORDERS.** The products and services 8x8 sells under your Agreement are the “**8x8 Solutions**.” You may order 8x8 Solutions only via an order issued by 8x8 or its Affiliate (an “**Order**”), which may specify the product, quantity, duration, auto-renewal, pricing, and other applicable parameters. Orders become binding when you execute them by completing an 8x8-approved execution process.

### **3. SUBSCRIPTION OFFERINGS.**

**3.1. Subscription Periods.** 8x8 prices and sells certain 8x8 Solutions on a subscription basis. “**Subscription Periods**” are successive, discrete periods of time during which 8x8 will make the applicable 8x8 Solutions available and you must pay for them. The initial Subscription Period runs from the Subscription Start Date until its end date, and when it ends the applicable 8x8 Solution automatically renews for successive Renewal Subscription Periods stated in the Order unless you or 8x8 decline to renew them as permitted by the Agreement. 8x8 may increase Fees once every twelve months during a Subscription Period by a percentage up to the percentage increase in the Consumer Price Index during the prior twelve months.

**3.2. Subscription Commitment.** You must pay all Fees during each applicable Subscription Period (this is your “**Subscription Commitment**”). All applicable 8x8 Solutions of the same type (e.g. UCaaS Services, CCaaS Services, JaaS Services, etc.) terminate or renew together (i.e. are coterminous) unless an Order says otherwise. During a Subscription Period, you may only cancel or downgrade a subscription 8x8 Solution (“**Cancelling**”) (a) if 8x8 materially breaches its obligations relating to that 8x8 Solution and fails to cure after thirty days’ notice, (b) if 8x8 undergoes a Solvency Event, or (c) if a Product Schedule permits. If you Cancel under (a), (b), or (c) above, your post-Cancellation Subscription Commitment for the applicable 8x8 Solutions will end and 8x8 will refund any unused and prepaid Fees for the

post-Cancellation period. No other Cancellation will relieve any Subscription Commitment or entitle you to any refund, and no Cancellation will relieve your obligation to pay for amounts incurred prior to Cancellation or for any post-Cancellation Usage. You may Cancel subscriptions for a Renewal Subscription Period by giving 8x8 forty-five days’ notice before that period begins, but you may Cancel month-to-month subscriptions by giving thirty days’ notice before the next one-month subscription period begins. 8x8 may decline to renew subscription 8x8 Solutions by giving you thirty days’ notice before a Renewal Subscription Period begins.

### **4. 8x8 RESPONSIBILITIES AS TO SaaS SERVICES.**

**4.1. Service Provisioning.** 8x8, itself or through its vendors, subcontractors, or providers (excluding providers of 8x8-resold products) or Affiliates (all together, the “**8x8 Providers**”), will provide the 8x8 SaaS Services during the Effective Period pursuant and subject to the Agreement. 8x8 will remain liable for the 8x8 Providers’ performance of those services.

**4.2. Services Changes.** 8x8 will not materially reduce the 8x8 SaaS Services’ overall functionality (based on customary usage in the “**Primary Market**,” consisting of the United States (“**US**”), the United Kingdom (“**UK**”), Australia, and Canada) without your written consent. However, 8x8 may make other changes to the 8x8 SaaS Services, in which case it will inform you of them in advance, if reasonably practicable, or else promptly thereafter.

**4.3. Service Support.** 8x8 will provide support services substantially as described at [https://support.8x8.com/support-services/support/cs\\_ds\\_off](https://support.8x8.com/support-services/support/cs_ds_off). If it fails to provide paid support services substantially as described, you may Cancel them with no future responsibility for their recurring Fees as your sole and exclusive remedy.

**5. SERVICE LIMITATIONS.** You acknowledge: (a) the 8x8 SaaS Services will not always be error-free or available (e.g. they may be unavailable during downtime, and communications may not always be delivered without data loss); (b) the 8x8 Providers are merely conduits for communications sent, received, or stored through the 8x8 SaaS Services (your “**Content**,” which you own), and are not responsible for creating Content or determining where Users send it; (c) 8x8 will not be liable for data Users (or third parties acting for them) export from the 8x8 SaaS Services (e.g. for backup purposes); and (d) the 8x8 SaaS Services are communications services not intended for data storage, and 8x8 will not be responsible for loss of stored data.

**6. THIRD-PARTY OFFERINGS.** Your relationships with other providers of offerings used in connection with the 8x8 SaaS Services (respectively, “**Third-Party Providers**” and “**Third-Party Products**”) other than those 8x8 resells are governed solely by your agreements with those providers. In addition, while 8x8 may resell Third-Party Products for use along or integrated with 8x8 SaaS Services, it does so on an “as-is” basis without any warranty or guarantee from 8x8. 8x8 will not be responsible or liable: (a) under any Third-Party Provider agreement; (b) for any Third-Party Provider’s act or omission (regardless of whether 8x8 endorses, approves, or bills/collects for the Third-Party Product/Provider); (c) for the operation or support of any Third-Party Product; or (d) for ensuring the availability of any 8x8 SaaS Services interoperability with any Third-Party Product unless expressly required by an SOW.

**7. SUSPENSION.** Without limiting 8x8’s other rights, 8x8 may suspend or restrict any services if it reasonably believes: (a) it must do so to quarantine malware or otherwise prevent harm, in which case 8x8 will promptly inform you of the suspension (in advance, if reasonably practicable) and relieve your payment obligations for the suspended services during the suspension unless the suspension resulted from your breach of the Agreement; (b) services are being used in violation of the Use Policy; or (c) you materially breach the Agreement and fail to cure within the relevant cure period (if any).

**8. PROJECT SERVICES.** 8x8 will perform any Project Services you order (a) in a professional and workmanlike manner, (b) with reasonable skill and care, and (c) in accordance with the applicable Order and/or SOW. Unless the applicable Order or SOW states otherwise, your sole remedy for 8x8’s breach of the above (a)-(c) will be reasonable reperformance of Project Services relating to non-conforming Deliverables (as specifically defined in the Order or SOW) until they conform to the Order’s or SOW’s specifications.

**9. EQUIPMENT.** You are responsible for the price of ordered Equipment plus shipping and related charges. Unless you make other arrangements, 8x8 will ship Equipment FCA (INCOTERMS 2020) from 8x8’s warehouse location. 8x8 will pass through any warranties from the Equipment’s manufacturer if the manufacturer permits, but provides no separate warranties. The return and warranty process will follow the manufacturer’s prescribed process as specified in the applicable warranty documentation. If you purchase Equipment on an extended payment or similar financing plan (“**EPP**”), you must pay for it according to the EPP’s schedule. You may terminate an EPP on thirty days’ notice. EPPs automatically terminate when the Agreement terminates. When an EPP terminates, all unpaid amounts thereunder immediately become due and payable. Equipment rentals under 8x8’s Flex Rental Program are subject

to the applicable terms posted on the “**Legal Information Hub**” at [www.8x8.com/legal](http://www.8x8.com/legal).

**10. AFFILIATES AND SUBCONTRACTORS.** 8x8 may designate an 8x8 Affiliate to enter into Orders or SOWs with you, in which case (as to those Orders or SOWs) references to “8x8” include that Affiliate. 8x8 also may subcontract the performance of its obligations under Orders or SOWs, with 8x8 remaining responsible for their performance. Finally, 8x8 may accept Orders from your Affiliate, in which case (as to those Orders) references to “you” or “Customer” include that Affiliate.

**11. TAXES.** Any Taxes or Administrative Fees set forth in the Agreement are only non-binding estimates and may change from time-to-time. You may assert a Tax exemption by giving 8x8 a valid tax exemption certificate authorized by the appropriate taxing authority (you will be liable for Taxes assessed prior to such delivery). To the extent required by Law, you may withhold and remit Taxes imposed by any governmental, fiscal, or other authority from your payments if you (a) give 8x8 notice of the legal requirement at least thirty days prior to withholding, (b) give 8x8 receipts evidencing remittance of the withheld amounts to the proper authority, and (c) make additional payment to ensure 8x8 receives the full amount it would have received but for the withholding. You acknowledge 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 you will be responsible for accounting and remitting any such Taxes in such jurisdictions.

**12. PAYMENT.**

**12.1. Payment Terms.** Except as Section 12 (Payment) expressly provides, you must pay all billed amounts by check (for US, Canada, or Australia customers), automated bank payment (such as ACH in the US/Canada or Direct Debit in the UK), or wire/bank transfer. You must pay any applicable transaction or currency exchange fees triggered by your payment that are levied by a bank, your payment partner, or any intermediate banks or financial institutions. Late payments will accrue interest at the lesser monthly rate of 1.5% or the maximum permitted by Law, starting on delinquency. All payments owed under the Agreement must be made in accordance with Section 12 (Payment) without setoff, withholding, or deduction. Payments are non-refundable and non-creditable unless the Agreement expressly provides otherwise. If 8x8 reasonably determines new facts put your creditworthiness into question (e.g. you fail to pass 8x8’s initial credit review, you default on a financial obligation, or you or your controlling Affiliate undergoes Solvency Event), 8x8 may limit the Fees you can incur before paying your balance.

**12.2. Invoice Disputes.** If you believe in good faith that 8x8 invoiced an amount erroneously, you may dispute it via email to [claims@8x8.com](mailto:claims@8x8.com) within thirty days of the invoice date, specifying the particular invoice, amount(s) in dispute, and the basis of the dispute in reasonable detail. Failure to dispute an invoice in accordance with these terms or a failure timely to pay the undisputed portion of the invoice will waive your right to dispute such invoice. The Parties will attempt to resolve any properly-raised disputes in good faith.

**13. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Each Party represents and warrants it is a bona fide business with power and authority to execute and perform under the Agreement. 8x8 represents and warrants it will provide the 8x8 SaaS Services in substantial conformance with the 8x8 Documentation. 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 8x8 SaaS SERVICES, EQUIPMENT, AND/OR AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

**14. IP OWNERSHIP.** As between the Parties, all intellectual property rights and all other rights, title, and interest (collectively, "**Rights**") in or to the 8x8 Documentation, 8x8 SaaS 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 your pre-existing intellectual property) – will belong exclusively to 8x8, its Affiliates, and/or their licensors. You hereby assign to 8x8 all Rights in or to any improvement or other feedback you give the 8x8 Providers relating to the 8x8 Providers' operations, products, or offerings, and agree 8x8 may use, license, assign, and exploit any ideas, concepts, know-how, or techniques contained therein for any purpose without restriction or compensation.

**15. EFFECTIVE PERIOD; TERMINATION.**

**15.1. Effective Period; Termination.** The Agreement's "**Effective Period**" runs from the Effective Date until no Orders are in effect or it is terminated: (a) by either Party on thirty days' notice if the other materially breaches the Agreement (including without limitation any breach of payment obligations or the Use Policy) and fails to cure (if reasonably possible) within the notice period, but you will have no cure right if 8x8 terminates for two or more payment breaches; (b) by either Party on notice if the other undergoes a Solvency Event; or, (c) by 8x8 on thirty days' notice if any services become subject to an actual or threatened infringement Claim that 8x8 cannot

reasonably avoid by procuring a license or modifying or replacing those services (any of which it may do at its sole option). NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THESE TERMINATION RIGHTS ARE SOLE AND EXCLUSIVE.

**15.2. Effect of Termination.** When the Agreement terminates, all Orders and SOWs terminate with it. If you terminate the Agreement under Section 15.1 (a) or (b) or 8x8 terminates it under Section 15.1 (c) (Effective Period; Termination), any applicable Subscription Commitments will terminate and 8x8 will refund any unused, prepaid amounts for the post-termination period. No other termination will relieve any Subscription Commitment or entitle you to any refund. No termination will relieve your obligation to pay for amounts incurred prior to termination or for any post-termination Usage.

**16. INDEMNIFICATION.**

(a) 8x8 will defend you, your Affiliates, and your 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**") they must pay pursuant to the adjudication or settlement thereof.

(b) You will defend 8x8, its Affiliates, and all of their personnel (collectively, the "**8x8 Parties**") against any Claim threatened or brought by any third party arising from or relating to your Content or any actual or alleged breach of the Use Policy, and indemnify and hold harmless the 8x8 Parties against any Losses they must pay pursuant to the adjudication or settlement thereof.

(c) An indemnitee must give an indemnitor prompt notice of an indemnifiable Claim and the option to solely and exclusively control its defense and settlement, and reasonably assist the indemnitor in connection therewith. The indemnitor may not enter into any settlement agreement that would create any obligation, restriction, or liability for the indemnitee without the indemnitee's written consent, not to be unreasonably withheld or delayed. An indemnitee's failure or delay in giving notice will not relieve the indemnitor's indemnification obligations to the extent it suffered no resulting prejudice. An indemnitee must reasonably mitigate all costs and damages arising from an indemnifiable Claim.

**17. EXCLUSIONS AND LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW:**

**(a) EXCLUSIONS.** NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE UNDER THE AGREEMENT, BASED ON ANY LEGAL THEORY (INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY,

TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE) (A “**LEGAL THEORY**”), FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR COVER DAMAGES; LOST PROFITS, REVENUES, OR GOODWILL; LOST DATA; OR LOSS OR INTERRUPTION OF BUSINESS.

**(b) LIMITATIONS.** EACH PARTY’S AND ITS AFFILIATES’ MAXIMUM LIABILITY UNDER THE AGREEMENT, UNDER ANY LEGAL THEORY, WILL NOT EXCEED THE TOTAL SERVICE FEES PAYABLE UNDER THE AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

**(c) CARVE-OUTS.** THE ABOVE EXCLUSIONS AND LIMITATIONS WILL NOT APPLY TO: (i) EITHER PARTY’S OBLIGATIONS UNDER SECTION 16 (INDEMNIFICATION); (ii) YOUR OBLIGATION TO PAY AMOUNTS OWED UNDER THE AGREEMENT; (iii) YOUR LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO AN ACTUAL OR ALLEGED BREACH OF THE USE POLICY; OR (iv) EITHER PARTY’S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO A BREACH OF SECTION 19 (CONFIDENTIALITY). THEY ALSO WILL 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. PRICING AND OTHER TERMS OF THE AGREEMENT ARE BASED ON THE EXCLUSIONS AND LIMITATION.

**18. DISPUTE RESOLUTION.** Each Party must give the other notice before initiating any action, suit, or other proceeding (“**Proceeding**”) against it, its Affiliate, or their personnel, reasonably detailing the Party’s contentions and any specific provisions of the Agreement allegedly breached. The Parties must then diligently work in good faith for thirty days to resolve the dispute by (at least) ensuring their knowledgeable executives meet to such end in person or by video/teleconference. If the dispute is not resolved within that period, either Party may then initiate the Proceeding without satisfying any further notice or cure period. Failure to comply with all of the foregoing will constitute a basis for enjoining a Proceeding or dismissing it without prejudice, pending compliance with this Section 18 (Dispute Resolution).

## **19. CONFIDENTIALITY**

**19.1. Confidential Information.** A Party or its related entities (collectively, the “**Recipient**”) may receive trade secrets and/or pricing, product, business, or technical information of or concerning the other Party or its related entities (collectively, the “**Discloser**”) that the Discloser indicates or the Recipient reasonably should know to be confidential or proprietary

(“**Confidential Information**”). Confidential Information does not include information that (at the time of disclosure) was (a) generally available to the public other than through a Party’s breach of a confidentiality obligation, (b) already known or possessed by the Receiver other than through anyone’s breach of any confidentiality obligation, (c) rightfully disclosed to the Receiver by a third party, or (d) independently developed by the Receiver without use of the Discloser’s Confidential Information. For clarity, Confidential Information also does not include data transmitted, stored, or processed through the 8x8 SaaS Services.

**19.2. Obligations.** The Recipient will (a) take reasonable steps to protect that Confidential Information, (b) ensure any employee or third party with access to it is subject to confidentiality obligations at least as protective as those in this Section 19 (Confidentiality), and (c) not use or disclose it except: (i) as permitted by or necessary to perform under the Agreement; (ii) for the purpose for which the Discloser disclosed it; or, (iii) to comply with a Law, in which case the Receiver will, if reasonably practicable, give the Discloser prior notice, reasonably cooperate with the Discloser (at the Discloser’s expense) to limit disclosure, and limit the disclosure solely to the Confidential Information requested and designate it “confidential.” When the Agreement terminates, at the Discloser’s request, the Receiver will return or use commercially reasonable efforts to destroy all copies of the Discloser’s Confidential Information and any information derived from it. In addition to any other available remedies, a Party may seek injunctive relief to prevent unauthorized use or disclosure of Confidential Information.

## **20. MISCELLANEOUS.**

**20.1. Notices.** Notice required under the Agreement must be provided as follows, unless the Agreement expressly allows otherwise: (a) *to you*, by email to the address in your initial Order, or by personal service, overnight courier, or certified mail (postage prepaid/return receipt requested) to your address in your initial Order (collectively, “**Delivery**”); (b) *to 8x8*, by email to [claims@8x8.com](mailto:claims@8x8.com) (for Claims or termination) or [legal-notices@8x8.com](mailto:legal-notices@8x8.com) (for all other notices), or Delivery to the applicable mailing address in the signature block. Notice will be deemed effective as follows: (i) *email*, on the first business day after the date sent, with no undeliverable notification; (ii) *personal service*, on the first business day after the date delivered to the noticed Party; (iii) *overnight courier*, on the first business day after the date delivered to the courier; and (iv) *certified mail*, on the fifth day after the date sent. Either Party may change its notice addresses via notice to the other.

### **20.2. Governing Law; Jurisdiction.**

(a) If you are domiciled anywhere other than the UK or EU: (i) the Agreement will be governed by and construed under California Laws without regard for choice or conflicts of law rules; and, (ii) the Parties agree to the exclusive venue and jurisdiction of the state and federal courts in Santa Clara County, California, and waive all convenience and other objections thereto.

(b) If you are domiciled in the UK or EU: (i) the Agreement will be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

**20.3. Force Majeure.** Neither Party will be responsible, liable, or in breach of the Agreement 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 or carrier action or intervention; embargo; strike; destruction of facilities; late or failed supplier delivery; power or internet service unavailability (e.g. ISP/power outages, DDoS attacks); or network or carrier issues.

**20.4. Entire Agreement; Amendment.** The Agreement constitutes the Parties' entire agreement relating to all 8x8 Solutions and expressly supersedes and replaces any prior or contemporaneous written or oral agreements, understandings, representations, and warranties relating thereto. You acknowledge your 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 it expressly allows otherwise. No terms in any purchase order or similar document sent by you or on your behalf (to which 8x8 hereby objects) will modify the Agreement. 8x8 may not change the Service Agreement in any way that would materially and adversely affect your rights, benefits, obligations, or liabilities thereunder unless it notifies you at least thirty days in advance and you fail to object to the change within that period, in which case the change takes effect at the end of the notice period. If you object to a change or 8x8 fails to notify you of it, the Agreement will continue without the change taking effect. If any part of the Agreement is translated into a language other than English, the English version will control.

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

**20.6. Waiver.** Unless the Agreement expressly provides otherwise, failure to exercise a right under the Agreement will not waive that right or any other right. A waiver of any right will only be enforceable if in writing signed by the waiving Party and conforming with the Agreement's terms.

**20.7. Assignment; Binding Effect.** The Agreement will bind the Parties' heirs, successors, and permitted assigns. Neither Party may assign the Agreement or its rights thereunder, or delegate its obligations thereunder, without the other Party's written consent. However, no such consent is required (a) for a Party to assign all such rights and delegate all such obligations in connection with a bona fide sale of itself or substantially all of its assets on at least ten days' notice (in which case the assigning Party must provide any information concerning the assignee the other Party reasonably requests), or (b) for 8x8 to partially or fully assign its rights and/or delegate its obligations under the Agreement to any Affiliate on notice.

**20.8. 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 will have no obligation or liability to any User.

**20.9. Document Execution.** The Parties may use an 8x8-approved DocuSign or other verifiable electronic signature and delivery service for all documents under the Agreement.

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

**20.11. Survival.** Sections 3 (Subscription Offerings), 16 (Indemnification), 17 (Exclusions and Limitation of Liability), 18 (Dispute Resolution), 19 (Confidentiality) and any other provision that by its nature is intended to survive the Agreement's termination will survive.

**20.12. Definitions.** The following capitalized terms have the following meanings in the Agreement:

**"8x8 SaaS Services":** the components of 8x8-owned products and services that are hosted on the internet and provided via web-based user-interfaces, including graphical user interfaces, APIs, web hooks, etc.

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

**“Claim”:** any claim, demand, suit, investigation, inquiry, or proceeding.

**“Consumer Price Index/CPI”:** the price index as published from time-to-time by the government of the country with jurisdiction of the Agreement to measure the inflation rate.

**“8x8 Documentation”:** user manuals and technical documentation related to the 8x8 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).

**“Equipment”:** any equipment you order from 8x8 for use with the 8x8 Solutions.

**“Indemnified IP Claim”:** a Claim alleging the 8x8 SaaS Services, as used in accordance with the Agreement and the 8x8 Documentation, infringe a patent, trademark, or copyright enforceable under the Laws of the Primary Market or the European Union, other than Claims based on: (a) the combination, operation, or use of the 8x8 SaaS Services with any non-8x8 offering; (b) the alteration or modification of 8x8

SaaS Services other than by the 8x8 Providers; or (c) the 8x8 Providers’ modification of 8x8 SaaS Services at your 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.

**“Project Services”:** services related to the deployment or configuration of ordered 8x8 Solutions, network assessments, end user training, porting, or similar work or services (such as professional services).

**“Solvency Event”:** a bankruptcy, reorganization, insolvency, receivership, or similar proceeding not dismissed within thirty days; dissolution; becoming insolvent or bankrupt; or making an assignment for the benefit of creditors.

**“Usage,” “Service Fees,” and other fee/charge definitions:** as defined in an Order.

**“User”:** an individual who accesses or uses your 8x8 Solutions (as an agent, administrator, user, or otherwise).



## 8x8 GLOBAL DATA PROCESSING ADDENDUM

2025-11-12

**DPA-1. APPLICABILITY.** This 8x8 Global Data Processing Addendum (this “**DPA**”) applies where 8x8 processes personal data of individuals in providing 8x8 SaaS Services (which your Agreement also may refer to as 8x8 Ordered SaaS Services). As used in this DPA, “**you**” or “**Customer**” means the entity that has a contract with 8x8 (an “**Agreement**”) to which this DPA applies.

**DPA-2. DEFINITIONS.** The following terms have the following meanings in this DPA:

**-Applicable Data Protection Law:** Laws that apply to the Parties relating to 8x8’s processing of personal data in providing the 8x8 SaaS Services.

**-controller, processor, data subject, personal data, processing, or equivalent terms:** are as defined in Applicable Data Protection Law (e.g. the California Consumer Privacy Act (“**CCPA**”) 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 you decide the purposes and means of processing and 8x8 processes to provide the 8x8 SaaS Services in accordance with your instructions.

**-Customer Processor Personal Data:** Personal Data that you process on behalf of a controller and 8x8 processes to provide 8x8 SaaS Services in accordance with your instructions.

**-Security Incident:** (a) Accidental or unlawful destruction, or (b) loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data.

**DPA-3. RELATIONSHIP OF THE PARTIES.** You are 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 do not act as joint controllers for any processing of Customer Personal Data.

### **DPA-4. 8x8 OBLIGATIONS.**

**(a) 8x8 as a Processor.** You appoint 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 8x8 SaaS Services), as required by Law, or as the Parties otherwise agree in writing (the “**Permitted Purposes**”).

**(b) Authorized Personnel.** 8x8 will ensure anyone it authorizes to process Customer Personal Data is subject to appropriate confidentiality obligations.

**(c) Subcontracting.** 8x8 may engage third-party subprocessors to process Customer Personal Data for the Permitted Purposes. 8x8 will: (a) maintain a list of its subprocessors at the [8x8.com](https://support.8x8.com/support-services/billing-account-management/who-are-8x8s-sub-processors) website and update it at least ten days before changing any subprocessor; (b) impose data protection terms on subprocessors of Customer Personal Data no less onerous than those in Section 4 (8x8 Obligations); and (c) be liable for any breach of Section 4 (8x8 Obligations) caused by a subprocessor act or omission. You may review 8x8’s subprocessor list at <https://support.8x8.com/support-services/billing-account-management/who-are-8x8s-sub-processors> and register for email notice of subprocessor updates by submitting a request to [8x8\\_subprocessor\\_notification@8x8.com](mailto:8x8_subprocessor_notification@8x8.com). You may object to a proposed subprocessor change based on reasonable data protection grounds. If you do, 8x8 will use reasonable efforts to avoid the change and, if it cannot, you may Cancel any 8x8 SaaS Services affected by the change on thirty days’ notice to 8x8.

**(d) Data Subject Rights.** 8x8 will reasonably and timely help you respond to data subject requests to exercise their rights under Applicable Data Protection Law, or any other correspondence, inquiry, or complaint you receive from any third party in connection with 8x8’s processing of Customer Personal Data. If 8x8 receives such a request directly it will promptly inform you of and provide reasonable details as to the request.

**(e) Impact Assessment.** If 8x8 believes its processing of Customer Personal Data is likely to result in a high risk to data subjects’ data protection rights and freedoms, it will inform and reasonably cooperate with you in connection with any data protection impact assessment to the extent Applicable Data Protection Law requires.

**(f) Security Incidents.** 8x8 will inform you without undue delay of any confirmed Security Incident (subject to its Legal obligations), and reasonably cooperate with you to help you fulfill your data breach reporting obligations under and in accordance with the timescales required by Applicable Data Protection Law. 8x8 also will take reasonably necessary actions to remedy or mitigate the effects of the Security Incident and update you as to all material developments in connection therewith (subject to its Legal obligations).

**(g) Deletion or Return of Data.** 8x8 will destroy all Customer Personal Data in its possession or control within sixty days after you delete it from or close the relevant account, except to the

extent any Law requires 8x8 to retain it or Customer Personal Data archived on back-up systems, which 8x8 will securely isolate and protect from any further processing except to the extent required or permitted by Law.

**(i) Data Security Measures.** 8x8 will implement and maintain the following administrative, physical, and technical safeguards to protect Customer Personal Data it processes through the 8x8 SaaS Services:

- (1) Maintaining a written information security program for 8x8 systems that process Customer Personal Data ("**8x8 Systems**");
- (2) Ensuring the 8x8 Systems' safeguards comply with NIST 800-53 r5 (or a reasonably equivalent framework) and are regularly audited by an independent third party against SOC-2, ISO 27001, ISO 9001, ISO 140001, Cyber Trust Mark, and Cyber Essentials Plus (and 8x8 will provide you with summary copies of audit reports on request via notice);
- (3) Regularly assessing security risks to the 8x8 Systems and associated processing activities, and the effectiveness of the 8x8 Systems' security controls;
- (4) Maintaining and updating a business continuity and disaster recovery plan;
- (5) Using commercial reasonable efforts to prevent the introduction of malicious code into the 8x8 Systems;
- (6) Using commercial reasonable efforts to encrypt Customer Personal Data while at rest and in transit within the 8x8 Systems;
- (7) Limiting access to information on the 8x8 Systems to authorized individuals;
- (8) Limiting physical access to the 8x8 Systems to authorized individuals;
- (9) Training users of the 8x8 Systems regarding the Laws, policies, and security risks relating to their use; and
- (10) Formally sanctioning 8x8 personnel who fail to comply with 8x8's security policies and procedures.

**DPA-5. THIRD-PARTY SERVICES.** If you use or ask 8x8 to make available third-party services as part of the 8x8 SaaS Services, you agree (a) any processing of Customer Personal Data relating to those services will be carried out by the third party directly, (b) any terms governing that processing will be as per your agreement with the third party, and (c) 8x8 will have no liability or responsibility as to that processing or agreement.

**DPA-6. PROCESSING DETAILS.** The attached Schedule DPA-1 (Processing Details) applies to 8x8's processing activities to the extent you order or use the 8x8 SaaS Services described therein.

**DPA-7. CALIFORNIA CONSUMER DATA.** This Section DPA-7 (California Consumer Data) applies to processing involving Customer Personal Data for a consumer subject to the CCPA as amended by the California Privacy Rights Act ("**CPRA**"). In processing such Customer Personal Data, 8x8 will not do any of the following except for a Permitted Purpose: (a) sell or share Customer Personal Data (as those terms are defined within the CPRA); (b) retain, use, or disclose Customer Personal Data for any other purpose, including but not limited to outside of the direct business relationship between 8x8 and Customer; or (c) combine Customer Personal Data with any Personal Data 8x8 receives from other customers.

**DPA-8. EUROPEAN TRANSFERS.** The terms below apply to data transfers in the UK, Switzerland, and EEA (as applicable).

**DPA-8.1. European Transfer Restrictions.**

(a) 8x8 will not transfer Customer Personal Data outside the UK, Switzerland, or the European Economic Area ("**EEA**") 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, Switzerland, or European Commission ("**EC**") (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, Switzerland, or EC (respectively).

(b) To the extent you use 8x8 SaaS Services to process UK/Swiss/EEA Customer Personal Data in a country that has not been designated by the UK Government, Swiss Federal Data Protection Authority, or EC (as applicable) as providing an adequate level of protection for Personal Data, the following Sections DPA-8.2 (UK Transfers) to DPA-8.4 (EEA Transfers) apply. In any conflict between the terms of the Standard Contractual Clauses and the other parts of the DPA, the Standard Contractual Clauses per Sections DPA-8.2 (UK Transfers) to DPA-8.4 (EEA Transfers) will control.

**DPA-8.2. UK Transfers.** Where you (as a data exporter) transfer Customer Personal Data to 8x8 (as data importer) for a UK data subject in a country the UK 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**") will 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, will apply to transfers of such data and 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 will be deemed completed with the information set out above for EEA Customer Controller Personal Data (as applicable), with the Security Measures in Section DPA-(4)(i) (Data Security Measures) and table 4 in Part 1 of the UK Addendum will 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, will apply to transfers of such data and 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 will be deemed completed with the information set out above for EEA Customer Processor Personal Data (as applicable), with the Security Measures in Section DPA-(4)(i) (Data Security Measures), and table 4 in Part 1 of the UK Addendum will be deemed completed by selecting "neither party."

**DPA-8.3. Switzerland Transfers.** Where you (as a data exporter) transfer Customer Personal Data to 8x8 (as data importer) for a Swiss data subject in a country Switzerland has not determined adequately protects Personal Data, EU SCCs appropriate for Customer Controller Personal Data and/or Customer Processor Personal Data will be deemed entered into (and incorporated into the Agreement by reference) with the following modifications: (a) the term "member state" in the EU SCCs will 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 will be deemed references to the FADP insofar as the data transfers are subject to the FADP.

**DPA-8.4. EEA Transfers.** Where you export Customer Personal Data to 8x8 for an EEA data subject in a country 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 ("**EU SCCs**") will be incorporated into the DPA by reference as follows:

- (a) Module 2 will apply for Customer Controller Personal Data;
- (b) Module 3 will apply for Customer Processor Personal Data;
- (c) In Clause 7, the optional docking Clause will not apply;
- (d) In Clause 9, Option 2 will apply, and the time period for prior notice of sub-Processor changes will be as set out in Section DPA-4(c) (Subcontracting);
- (e) In Clause 11, the optional language will not apply;
- (f) In Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law of Ireland;
- (g) In Clause 18(b), disputes will be resolved by Ireland courts;
- (h) In Annex I:  
Part A: see Table at end of this Section DPA-8.4 (EEA Transfers);  
Part B: with the relevant portions of Schedule DPA-1 (Processing Details); 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 DPA-(4)(i) (Data Security Measures).

| Name                           | Address                               | Contact person's name, position, contact details                                                      | Activities relevant to the data transferred under these Clauses | Role (controller or 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 8x8 SaaS Services                                  | Processor                      |
| As stated in Service Agreement | As stated in Service Agreement        | Individual and email address in your initial Order or otherwise communicated by you via notice to 8x8 | Use of 8x8 SaaS Services                                        | Controller and/or Processor    |

## SCHEDULE DPA-1: PROCESSING DETAILS

|                                          | 8x8 UCaaS*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 8x8 CCaaS*                                                                                                                                                                                                                                      | 8x8 CPaaS*                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject-matter of processing</b>      | 8x8's voice over IP cloud services, which enable 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 enables 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 User performance. | 8x8 CPaaS Services, which enables 8x8 customers to add communications services to their applications and websites through 8x8's APIs, allowing customers to incorporate SMS, Chat, Video Interaction, and Voice Messaging into their applications or websites to facilitate communication between/among Users and people they communicate with. |
| <b>Duration of processing</b>            | The Effective Period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                 |
| <b>Nature/ purpose of processing</b>     | Provision of the 8x8 SaaS Services as set out in the Agreement. Users may use the 8x8 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 and, photo shares or captures. They may also record and/or store (and upload, for 8x8 CCaaS) within the 8x8 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 8x8 SaaS Services. You may also decide whether to integrate additional third-party tools into the 8x8 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 8x8 SaaS Services; location data/IP addresses; SMS or Chat message content; web browsing and online searching activity and accessing of the 8x8 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 and those with whom they communicate, record, or store information through the 8x8 SaaS Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                 |
| <b>Obligations /rights of controller</b> | As set out in the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                 |
| <b>Frequency of transfer</b>             | Continuous.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                 |

\*Includes the relevant 8x8 SaaS Service whether ordered/provided alone or as part of a product bundle with other services.



## SERVICE LEVEL AGREEMENT (UCaaS/CCaaS) (v. 2024-04-01)

### SLA-1. SERVICE AVAILABILITY.

**SLA-1.1. Commitment.** 8x8 commits to uptime of 99.999% for 8x8 UCaaS/CCaaS Services ("**XCaaS SLA Services**") (this is 8x8's "**Uptime Commitment**"). "**Service Availability**" is calculated by subtracting the percentage of Unplanned Downtime minutes during the month from 100%. As used in this SLA, "month" means a calendar month.

**SLA-1.2. Credits.** If 8x8 fails to meet its Uptime Commitment in any month, you may request a service credit in the amount below as a percentage of your total Service Fees for the XCaaS SLA Services that month:

| Service Availability | Service Credit %                                                                  |
|----------------------|-----------------------------------------------------------------------------------|
| 99.90% to 99.998%    | 5%                                                                                |
| 99.50% to 99.899%    | 10%                                                                               |
| 99.00% to 99.499%    | 30%                                                                               |
| Less than 99.000%    | 30% plus 5% credit for each 0.1% of lost availability, up to a max of 50% credit. |

**SLA-1.3. Cancellation.** You may Cancel all XCaaS SLA Services immediately if 8x8 fails to meet its Uptime Commitment for three or more months in any consecutive six-month period. All SLA Cancellation rights expire if not exercised five days after the end of the month in which they arise.

**SLA-2. SERVICE QUALITY.** Each month, the XCaaS SLA Services will achieve (at least) a call quality of 3.5 MOS equivalent for 98% of calls through your networks if, for those networks, you implement all 8x8 recommendations based on its review of your LAN and WAN; your WAN includes one DIA connection and one 8x8-approved MPLS or DIA connection from another vendor; and, you fully and promptly cooperate with 8x8 to diagnose and address any service issues on 8x8's request. You may Cancel any or all XCaaS SLA Services immediately if 8x8 fails to meet this commitment for three or more months in any consecutive six-month period.

**SLA-3. SCHEDULED MAINTENANCE.** 8x8 will: (a) use best efforts to conduct Scheduled Maintenance only outside of normal business hours in the applicable region (e.g. between 11:00 PM and 5:00 AM US-Central time for North America or 9:00 PM to 3:00 AM UK time); (b) notify you at least seventy-two hours before any Scheduled Maintenance 8x8 believes will last up to one hour; and (c) notify you at least five days before any Scheduled Maintenance 8x8 believes will exceed one hour. Scheduled Maintenance will never exceed two hours per month in aggregate.

**SLA-4. CONDITIONS.** To receive an SLA credit you must (a) open an 8x8 support ticket for the issue giving rise to the credit within two business days after it occurred, (b) request the credit via notice to 8x8 within thirty days after becoming eligible for it (otherwise, you waive your right to it), and (c) keep your account in good standing. 8x8 applies SLA credits to your bill for the month after you request them. If you open an 8x8 support ticket and request information related to an Unplanned Downtime incident exceeding .001% in a given month, 8x8 will provide relevant analytics and related information. 8x8's records will be the sole and exclusive basis for all determinations relating to this SLA. This SLA contains the sole and exclusive remedies relating to its commitments and any downtime, interruption, feature or functionality unavailability, or call quality issue relating to the XCaaS SLA Services.

**SLA-5. DEFINITIONS.** The following capitalized terms have the following meanings in this SLA:

**-Scheduled Maintenance:** Any unavailability, interruption, inoperability, or downtime of the XCaaS SLA Services related to planned maintenance, care, upgrades, patches, or similar work by the 8x8 Providers.

**-Unplanned Downtime:** Complete unavailability of substantially all XCaaS SLA Services, other than due to Scheduled Maintenance, force majeure events, or your inability to access the XCaaS SLA Services when they are otherwise available to be accessed (e.g. due to issues with networks, ISPs, carriers, connectivity, or devices).

## SERVICE LEVEL AGREEMENT (JaaS) (v. 2025-01-28)

This Service Level Agreement (JaaS) (this “**SLA**”) is made available by 8x8, Inc. or its affiliate (“**8x8**”) and applies to the entity purchasing the JaaS Services (as defined below) (“**you**”) if your agreement with 8x8 so provides. See also Section SLA-4 (at the end of this SLA) for other defined terms.

### SLA-1. SERVICE AVAILABILITY.

**SLA-1.1. Commitment.** 8x8 commits to uptime of **99.99%** for 8x8 Jitsi-as-a-Service Services (“**JaaS SLA Services**”) (this is 8x8’s “**JaaS Uptime Commitment**”). “**Service Availability**” is calculated by subtracting the percentage of Unplanned Downtime minutes during the month from 100%. As used in this SLA, “month” means calendar month.

**SLA-1.2. Credits.** If 8x8 fails to meet its JaaS Uptime Commitment in any month, you may request a service credit in the amount below as a percentage of your total Service Fees for the JaaS SLA Services for that month:

| Service Availability | Service Credit % |
|----------------------|------------------|
| 99.00% to 99.98%     | 10%              |
| Less than 99.00%     | 30%              |

**SLA-1.3. Cancellation.** You may Cancel all JaaS SLA Services immediately if 8x8 fails to meet its JaaS Uptime Commitment for two or more months in any consecutive four-month period. All SLA Cancellation rights expire if not exercised five days after the end of the month in which they arise.

**SLA-2. SCHEDULED MAINTENANCE.** 8x8 will: (a) use best efforts to conduct Scheduled Maintenance only outside of normal business hours in the applicable region (e.g. between 11:00 PM and 5:00 AM US-Central time for North America or 9:00 PM to 3:00 AM UK time); (b) notify you at least forty-eight

hours before any Scheduled Maintenance 8x8 believes will last up to one hour; and (c) notify you at least seventy-two hours before any Scheduled Maintenance 8x8 believes will exceed one hour.

**SLA-3. CONDITIONS.** To receive an SLA credit you must (a) open an 8x8 support ticket for the issue giving rise to the credit within two business days after it occurred, (b) request the credit via notice to 8x8 within thirty days after becoming eligible for it (otherwise, you waive your right to it), and (c) keep your account in good standing. 8x8 applies SLA credits to your bill for the month after you request them. If you open an 8x8 support ticket and request information related to an Unplanned Downtime incident exceeding .01% in a given month, 8x8 will provide relevant analytics and related information. 8x8’s records will be the sole and exclusive basis for all determinations relating to this SLA. This SLA contains the sole and exclusive remedies relating to its commitments and any downtime, interruption, feature or functionality unavailability, or call quality issue relating to the JaaS SLA Services.

**SLA-4. DEFINITIONS.** The following capitalized terms have the following meanings in this SLA:

**-Scheduled Maintenance:** Any unavailability, interruption, inoperability, or downtime of the JaaS SLA Services related to planned maintenance, care, upgrades, patches, or similar work by the 8x8 Providers.

**-Unplanned Downtime:** Complete unavailability of substantially all JaaS SLA Services, other than due to Scheduled Maintenance, force majeure events, or your inability to access the JaaS SLA Services when they are otherwise available to be accessed (e.g. due to issues with networks, ISPs, carriers, connectivity, or devices).



## 8x8 Use Policy

2025-02

**1. SCOPE OF RESPONSIBILITY.** As used in this Use Policy, “**you**” or “**Customer**” refers to the entity that has a contract with 8x8 or its authorized reseller (an “**Agreement**”) to which this Use Policy applies. You are solely responsible and liable for all access to or use of the 8x8 Platform and all Equipment transported by or on behalf of yourself and the Users (all of the foregoing, “**Customer Use**”), and for Users’ compliance with this Use Policy (with their breach attributable to you). You are also solely responsible and liable for understanding and complying with the following as applicable to Customer Use: (a) Laws (for example, relating to use of communications services, importing technologies, or data privacy); (b) network or carrier requirements; or (c) industry frameworks (e.g. the Mobile Marketing Association Guidelines relating to texting) (collectively, “**Requirements**”). Examples of Requirements include Laws relating to: (i) importing or exporting products, technologies, data, or other materials; (ii) marketing, solicitation, business practices, telecommunications, or electronic communications; (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. Please note, the 8x8 Solutions can be accessed from almost anywhere in the world, and while 8x8 does not prohibit Customer Use outside of the Primary Market it makes no promises, representations, or warranties as to whether that use complies with foreign Requirements (you are solely responsible for such compliance, regardless of whether an 8x8 Party consents to it). Finally, you will not rely on any 8x8 Party’s statements as legal advice of any sort.

**2. COMMITMENTS.** You agree, represent, and warrant:

**a.** Customer Use will comply with all applicable Requirements and 8x8 Documentation and only be for your or your Affiliate’s internal business use.

**b.** You will not sell or resell, license or sublicense, lease or sublease, rent, time-share, or otherwise make the 8x8 Solutions available to anyone other than your Affiliates.

**c.** You have obtained all consents, licenses, rights, authorizations, and/or permits, and provided all disclosures and notifications, required in connection with Customer Use.

**d.** For all telemarketing or other outbound activities, you will enforce a “do not call” list.

**e.** All Customer Use (other than via an 8x8 desktop or mobile application) will be via Equipment then-listed at [www.8x8.com/CommunicationsSolutions/Equipment](http://www.8x8.com/CommunicationsSolutions/Equipment) or

pre-approved by 8x8 in writing for such use. Regardless of any approval, 8x8 will not be liable for or obligated to support Customer Use with unsupported Equipment. You will only order Equipment for use with the 8x8 Solutions and are responsible for ensuring Equipment works and is configured to meet 8x8’s technical requirements. You will be deemed the importer of Equipment for all purposes.

**f.** Neither the Customer Parties nor Users have received or been offered bribes, kickbacks, or illegal or improper things of value from any 8x8 Party in connection with the Agreement.

**g.** Customer Use will not involve or facilitate any: (i) harmful, fraudulent, criminal, unlawful, defamatory, harassing, misleading, threatening, or tortious conduct; (ii) transmission of 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 8x8 Solutions in or from a US-embargoed country; or (vi) conduct that could reasonably cause the 8x8 Providers to violate any Law.

**h.** Neither the Customer Parties nor Users will be on any US government-denied party list.

**i.** For any features or functionalities of the 8x8 Platform that are designated as unlimited, Customer Use must comply with reasonable business use thresholds (“**Fair Use**”) specified in the 8x8 Documentation (e.g. SMS/MMS monthly allowances on the Usage page). If unspecified, Fair Use means up to three times the average monthly use of that specific feature or functionality by all 8x8 Customers.

**j.** You will: (i) ensure all account, User, and registration information is accurate, legally obtained, and complete; (ii) promptly update it as needed to ensure its accuracy; and (iii) promptly verify it on 8x8’s request.

**k.** You will ensure all aspects of any applicable network environments comply with the 8x8 Documentation and are configured appropriately for Customer Use.

**l.** You will (i) use reasonable and appropriate safeguards to prevent unauthorized access to or use of the 8x8 Platform, related accounts, and devices used to access them, and (ii)

promptly give 8x8 notice of any such unauthorized access or use and cooperate with 8x8 to address or prevent it.

**m.** Customer Parties and Users will (i) promptly install all upgrades, patches, and other corrections the 8x8 Providers make available, and (ii) do nothing that could reasonably compromise the integrity or security of the 8x8 Providers' or their customers' services, platforms, or networks.

**n.** Neither the Customer Parties nor Users will (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 8x8 Solutions' undocumented features; (iii) attempt to scan the 8x8 Providers' or their customers' networks, environments, or systems for penetration or security assessment purposes, or gain unauthorized access to any such network, environment, or system; (iv) trunk or forward any extensions or numbers associated with the 8x8 Solutions to a private branch exchange or key system, or to other numbers that can process multiple calls simultaneously; or (v) access or use any 8x8 Solutions to build a competitive product, for benchmarking or competitive purposes, or to monitor their availability, performance, or functionality.

**o.** You will: (i) ensure each UCaaS 8x8 SaaS Services extension (which your Agreement also may refer to as Ordered SaaS Services), other than Services designated for multiparty

use, is only accessed and used by the User then-assigned to it; (ii) only let Users sufficiently under your control access or use the 8x8 Solutions; and (iii) train and oversee Users to ensure they comply with this Use Policy. You understand 8x8 provides a single login for each UCaaS 8x8 SaaS Services extension (other than conference extensions) and each login and extension is solely for a single User's use.

**p.** SMS and MMS messaging must utilize HTTPS protocol and all use must comply with any rules and restrictions imposed, directly or indirectly, by carriers including campaign registration (where applicable). You assume sole responsibility for submitting campaign registration applications (e.g. in North America, with the third-party Campaign Registry (see [https://support.8x8.com/business-phone/voice/work-sms/SMS\\_Campaign\\_Registration\\_and\\_Impact](https://support.8x8.com/business-phone/voice/work-sms/SMS_Campaign_Registration_and_Impact))), for the content and costs of such submissions, and for compliance with SMS campaign registration requirements and related obligations (please see 8x8's Documentation relating to SMS for guidance as to those requirements and obligations).

**q.** The CPaaS Services are not designed and do not support calls or SMS to 911/999/112 or any other emergency, public safety or similar services.

**r.** 8x8 may provide you with speciality releases (e.g. beta, API, SDK) of 8x8 Solutions. Customer Use of these releases (when appropriately marked) must comply with the applicable terms and conditions on the Legal Information Hub.



## 8x8 CPaaS PRODUCT SCHEDULES

2025-06-01

As used in these CPaaS Product Schedules, “you” means the entity that has a contract (an “**Agreement**”) with 8x8 to which these CPaaS Product Schedules apply. In a conflict between the terms of your Agreement and these CPaaS Product Schedules, these CPaaS Product Schedules take precedence only to the extent the conflict relates to the CPaaS Services. The “**CPaaS Services**” are JaaS Services, Call Masking Services, Video Interaction Services, Chat Apps Services, Voice Messaging Services, SMS Services, and SMS Virtual Number Lease Services.

The CPaaS Services are not intended to and should not be used for back-up or long-term storage of data, and integration of the CPaaS Services with a third-party service, application, etc. may expose the CPaaS Services or the data transmitted or stored via the CPaaS Services to third-party accessing, modification, deletion, or other processing. 8x8 is not responsible for any loss of such stored data or any such third-party processing.

Usage and overage charges for CPaaS Services are invoiced quarterly unless otherwise specified.

### JaaS Services

8x8 charges for JaaS Services based on the number of discrete end-users (each a “**Monthly Active User**” or “**MAU**”) who access them in a calendar month (a “user” here is a unique endpoint, *e.g.*, a browser, smartphone, tablet, etc.). You will receive a monthly allotment of MAUs (*i.e.*, the baseline MAUs) in exchange for the Service Fees. If your MAU usage exceeds the baseline MAUs for a month, 8x8 will charge overage at the Usage rate in your Order. Unused MAUs do not rollover to the next month.

### Call Masking Services

Service Fees for Call Masking Services are as stated in your Order. Usage fee rates for Call Masking Services are as listed in your 8x8 portal (e.g., 8x8 Connect) or on your Order, and may be updated in your portal or via notice. Rates listed in your 8x8 portal will supersede any rates listed in your Order unless your Order expressly states otherwise. 8x8 may charge for any call to a country not listed in your 8x8 portal or order at \$1 USD per minute. 8x8 may change or update the Call Masking Services in its discretion, and will notify you, in advance if reasonably practicable, of any change that materially reduces their overall functionality or security.

### Video Interaction Services

Video Interaction Services require a per-agent license fee, a monthly SMS bundle, and per-SMS overage Usage (if applicable), as set out in your Order, for each SMS message sent in excess of an agent’s bundled amount. 8x8 cannot increase the Service Fees for Video Interaction Services during a current Subscription Period.

### Chat Apps and Messaging Apps Services

Service Fees for Chat Apps and Messaging Apps Services are as stated in your 8x8 portal (e.g., 8x8 Connect) or on your Order, and may be updated in your portal or via notice. Rates listed in your 8x8 portal will supersede any rates listed in your Order unless your Order expressly states otherwise. Third party charges may be listed on applicable third-party websites. 8x8 may change or update the Chat Apps and Messaging Apps Services in its discretion, and will notify you, in advance if reasonably practicable, of any change that materially reduces their overall functionality or security.

### Voice Messaging Services

Service Fees for Voice Messaging Services are as stated in your Order. Usage fees for Voice Messaging Services are incurred when the voice message is sent at the rates listed in your 8x8 portal (e.g., 8x8 Connect) or on your Order for the country where the message was received, and may be updated in your portal or via notice. Rates listed in your 8x8 portal will supersede any rates listed in your Order unless your Order expressly states otherwise. 8x8 may charge for any voice message to a country not listed in your 8x8 portal or Order at \$1 USD per minute, and may charge a fee of \$0.001 for unanswered calls. 8x8 may change or update the Voice Messaging Services in its discretion, and will notify you, in advance if reasonably practicable, of any change that materially reduces their overall functionality or security.

### SMS Services

Service Fees for SMS Services are as stated in your Order. Usage fee rates for SMS Services are as listed in your 8x8 portal (e.g., 8x8 Connect) or on your Order, and may be updated in your portal or via notice. Rates listed in your 8x8 portal will supersede any rates listed in your Order unless your Order expressly states otherwise.

If you purchase SMS Services on a subscription basis, you will receive an allotment of SMS messages each month of your Subscription Period (i.e. the baseline monthly allotted SMSs, or “**MASs**”). If your SMS usage exceeds the baseline MASs for a month, 8x8 will charge overage at the applicable Usage rate on a per-SMS basis. Unused MASs do not rollover to the next month.

Usage for outbound SMS messages (i.e. messages that terminate at a mobile number) occurs when an 8x8 Provider submits the message to the carrier using any delivery method and is billed based on the destination 8x8 records. Messages, whether inbound or outbound, are measured in message segments as defined at the carrier-level (see <https://support-portal.8x8.com/helpcenter/viewArticle.html?d=2a4ef6d8-f298-40c1-9c1b-0f4d47f7d92c> for further details). 8x8 may change or update the SMS Services in its discretion, and will notify you, in advance if reasonably practicable, of any change that materially reduces their overall functionality or security.

### SMS Virtual Number Lease Services

8x8 may lease Virtual Numbers for use with SMS, Call Masking, or Voice Messaging Services. The Subscription Period for Virtual Numbers will be coextensive and coterminous with the Subscription Period for the applicable Services they are used with. 8x8 may increase Service Fees for Virtual Numbers for a renewal Subscription Period by giving forty-five days’ notice before it begins if 8x8’s underlying costs increase.

Your use of Virtual Numbers (including without limitation short code virtual numbers) might require approvals, provisioning, etc. by carriers or other third parties, and/or the completion of certain steps or processes by you or others. Your obligations under this Agreement apply regardless of whether you obtained these approvals, provisionings, etc., and regardless of whether an 8x8s Provider sought to procure any such approvals or complete any provisioning on your behalf, or otherwise participated in or assisted with these efforts. Any Cancellation of the Services associated with a Virtual Number will relieve 8x8 of its obligations relating to that Virtual Number.

### Intelligent Voice Recognition Services

Service Fees for Intelligent Voice Recognition (“**IVR**”) Services are as stated in your Order. Usage fee rates for IVR Services are as listed in your 8x8 portal (e.g., 8x8 Connect) or on your Order, and may be updated in your portal or via notice. Rates listed in your 8x8 portal will supersede any rates listed in your Order unless your Order expressly states otherwise. 8x8 may charge for any call to a country not listed in your 8x8 portal or Order at \$1 USD per minute. 8x8 may change or update the IVR Services in its discretion, and will notify you, in advance if reasonably practicable, of any change that materially reduces their overall functionality or security.

## Terms For ICA Services

**Version:** September 2025

These “**ICA Service Terms**” apply to your Intelligent Customer Assistant (“**ICA**”) Services. These ICA Service Terms are supplemental terms to your underlying Agreement, and to any extent they conflict these ICA Service Terms will control.

8x8 charges for ICA Services based on the number of Conversations purchased and used during a recurring period (each period is a “**Bundle Interval**”). You will receive an allotment of “**Bundled Conversations**” for each Bundle Interval in exchange for the Service Fees. If you use more than your allotted Bundled Conversations during a Bundle Interval, 8x8 will charge Overage usage for the excess at the rate in your Order. Unused Bundled Conversations do not roll over to the next Bundle Interval. 8x8 also charges a monthly ICA Platform Fee for access to the ICA Services plus maintenance and support.

Your ICA Subscription Period is the total number of months for which 8x8 will provide your ICA Services and you must pay for them. At the end of the ICA Subscription Period, your ICA Services automatically renew for the Renewal Subscription Period. ICA Services with a one-month ICA Subscription Period run month-to-month.

ICA is a Third-Party Offering under the 8x8 terms and conditions. Voice ICA Services and digital ICA Services are separate functionalities requiring separate implementation. ICA Services voice functionality pricing only includes essential components consisting of ICA Services voice connectivity and voice gateway, Speech to Text (STT), and Text to Speech (TTS) capabilities. Customer may purchase separate third-party components, such as enhanced STT/TTS engines, and provide access to 8x8 as necessary. Additional charges apply for any add-on functionality, including without limitation generative AI (e.g., Chat GPT/LLMs) or language translation services. Customer acknowledges and agrees that any AI solution or service provided by a third party and integrated with 8x8 products or services is solely the responsibility of the Customer and/or such third-party provider. 8x8 does not control, monitor, validate, or endorse any content, recommendations, or outputs generated by such third-party AI solutions.

Usage pricing for individual ICA Services functionalities is as set forth in your Order or as otherwise defined herein.

### Definitions:

- “**ICA Services**” – the ICA Conversational AI platform product (digital and/or voice) powered by Cognigy.
- “**Channel**” – a single endpoint for interacting with a virtual agent in the ICA Services. Each ICA Services functionality (e.g., voice or digital) may have one or more endpoints that are each considered a separate Channel for purposes of counting Conversations. For example, if you have 2 digital endpoints, that is

considered 2 separate Channels. If you add on a single voice endpoint to that example, it would be considered 3 separate Channels.

- **“Conversation”** – for ICA Services digital and voice functionalities, a Conversation is a Session with one ICA User on one Channel during a 24-hour period with a maximum of 50 ICA User Inputs per Conversation (i.e., after 40 ICA User Inputs a new Conversation begins). Additionally, for ICA Services voice functionality, parameters applicable for Conversation tracking are counted on a call-by-call basis (i.e., call initiation to termination). For a Conversation involving speech-enabled interactive voice response (e.g., speech-enabled directory services), a Conversation is counted as 5 or less total turns exchanged between a User and an ICA bot. A turn is counted as one User Input exchanged between a User and an ICA bot (e.g., a User sending a voice message to an ICA bot counts as one turn and a response provided to the User by the ICA bot counts as a second turn and so on).
- **“Knowledge AI”**- License allows you to use Knowledge AI with your installation, and per license, you will be allocated 100,000 Knowledge Chunks and 100,000 queries per month. Any use in excess of that allotment is subject to charges for additional licenses. Knowledge Chunks include Knowledge Chunk text and Chunk metadata. Knowledge Chunk body and text have a maximum of up to 2000 characters cumulative. Knowledge Chunk metadata has a 1000-character limit per Knowledge Chunk. You can add up to 20 Knowledge Chunk metadata pairs per Knowledge Chunk. See 8x8 Documentation for further details.
- **“ICA User”** – a unique user or system, tracked by a user ID on the ICA Services.
- **“ICA User Input”** – a message (text and/or (voice) data) received by ICA Services from an ICA User.
- **“Session”** – a virtual agent session of an ICA User via a single Channel, tracked by a session ID on the ICA Services.

### **Examples:**

Monthly Bundle Intervals. You order ICA Services for a 36-month ICA Subscription Period consisting of 36 one-month Bundle Intervals, with 1,000 Bundled Conversations per Bundle Interval. If you use more than 1,000 Conversations during a Bundle Interval, 8x8 will charge you Overage usage at the stated rate in your Order.

Quarterly Bundle Intervals. You order ICA Services for a 36-month ICA Subscription Period consisting of 12 three-month Bundle Intervals, with 3,000 Bundled Conversations per Bundle Interval. If you use more than 3,000 Conversations during a Bundle Interval, 8x8 will charge you Overage usage at the stated rate in your Order.

Annual Bundle Intervals. You order ICA Services for a 36-month ICA Subscription Period consisting of 3 twelve-month Bundle Intervals, with 12,000 Bundled Conversations per Bundle Interval. If you use more than 12,000 Conversations during a Bundle Interval, 8x8 will charge you Overage usage at the stated rate in your Order.

Month-to-Month Services. You order ICA Services for a one-month ICA Subscription Period consisting of a single one-month Bundle Interval, with 1,000 Bundled Conversations per Bundle Interval. If you use more than 12,000 Conversations during a Bundle Interval, 8x8 will charge you Overage usage at the stated rate in your Order.



## 8x8 Engage Service Terms (2026-1-14)

These “**Engage Terms**” apply to your 8x8 Engage (“**Engage**”) Services. They supplement your Agreement with 8x8 and control to the extent of any conflict with the rest of your Agreement. As used in these Engage Terms, “you” means the entity with an 8x8 contract under which 8x8 provides Engage Services.

1. Unbundled Contact Center/Call Queue Terms.

- a. 8x8 bills all calls made or received from a call queue at then-current per-minute calling rates at <https://www.8x8.com/why-8x8/global> (“**8x8 Calling Rates**”). You can search for rates by region using the Rate Card Configurator.
- b. For calls made or received outside a call queue, 8x8 bills all calls at the then-current per-minute 8x8 Calling Rate for the applicable DID number. 8x8 does not currently charge for inbound calls except from toll free numbers.

2. Bundled Contact Center/Call Queue Terms.

- a. For calls made or received from a call queue, a shared minute pool is used per end customer. Each Engage license adds 4,000 monthly minutes to the shared minute pool for the month (along with any pooled contact center minutes). Each minute of call time uses one pooled minute for that month. If your monthly minute pool is exceeded, 8x8 bills monthly overages at then-current per-minute 8x8 Calling Rates. Unused pooled minutes at the end of each month expire and do not roll over.
- b. For calls made or received outside a call queue, the nationwide calling plan at Schedule 1 to these Engage Terms applies.

3. Messaging Outside Contact Center/Call Queue.

- a. If SMS/MMS messaging applies to the applicable DID location, a shared message pool is used for that DID location. Each active Engage license with SMS/MMS messaging adds 50 monthly messages to the shared message pool for the month (along with any other pooled SMS/MMS messages). Messages are measured in message segments defined at the carrier level (see <https://support.8x8.com/business-phone/voice/work-sms/charges-for-sms-mms> for details). Each segment a User sends to a recipient counts as one message. For example, a SMS message with 400 characters (two segments) counts as two pooled messages. Unused pooled messages at the end of each month expire and don't roll over.
- b. If your monthly message pool is exceeded, 8x8 bills monthly overages at the per-message rates posted at <https://www.8x8.com/terms-and-conditions/usage>.
- c. SMS/MMS messaging must use HTTPS protocol and comply with any rules or restrictions directly or indirectly imposed by carriers, including applicable campaign registrations. Unregistered SMS/MMS traffic is not supported.

4. Terms and Conditions for All Usage.

- a. Each Engage license includes one Direct Inward Dialing (DID) number.
- b. For calls made or received from a call queue, each Engage license supports one named User with call queue advanced functionality.
- c. Additional charges apply at then-current 8x8 Calling Rates to all calls that include non-geographic number types (e.g., select mobile, toll-free, premium rate, shared cost and special numbers).
- d. 8x8 doesn't charge for calls that originate and terminate on 8x8's VoIP network.
- e. 8x8 passes through tolls or similar charges for outbound calls Users make (e.g., to 900 numbers).
- f. 8x8 measures and bills call durations in one-minute increments, rounding up. 8x8 also rounds fractional charges to the nearest whole unit of currency.
- g. Outbound calls may incur charges regardless of whether they are answered.
- h. If you have purchased Hot or Cold Storage, you must activate your storage plan/policy through the 8x8 Admin Portal (also known as the 8x8 support portal) before you will be able to use it, as described at: <https://docs.8x8.com/8x8WebHelp/8x8-storage-and-retrieval/Content/StorageAndRetrieval/StorageTypes.htm>. Please do this immediately, as you will be invoiced for your storage plan/policy starting on the Effective Date.
- i. Distributor/Reseller discounts may apply to 8x8 Engage usage and overage rates.



## **Schedule 1: Nationwide Calling Plan**

Unlimited domestic calling within the country associated with the license:

- United States
- Canada
- United Kingdom
- Ireland
- France
- Germany
- Netherlands
- Spain
- Australia
- New Zealand

Calls to premium-rate, special services, and out-of-zone numbers are metered and billed at the prevailing 8x8 rates. You can [build your rate card here](#).

## 8x8 Secure Pay Service Terms

Version: **June 2025**

**In addition to the terms and conditions of Customer's or Reseller's ("you" or "your")** service or resale agreement with 8x8 (your "**Agreement**"), the following product-specific terms apply to 8x8 Secure Pay services and supersede the terms and conditions of your Agreement in any conflict (but only as to the 8x8 Secure Pay services). If you are a Reseller, you agree to ensure that your end customer using the resold 8x8 Secure Pay services is bound to the relevant terms below.

While 8x8 may make available its own PCI DSS Attestation of Compliance ("**8x8 AOC**") for informational purposes, you are responsible for deciding whether and how to process, store, and transmit PCI Data ("**PCI Data Use**") and acknowledge that you are making your own PCI risk assessment in relation to your PCI Data Use.

Any use of the 8x8 Secure Pay services must comply with the current 8x8 AOC. 8x8 may restrict, suspend, or terminate use that does not comply with these product-specific terms or the 8x8 AOC, or that exceeds your monthly usage allowance.

8x8's Secure Pay services are powered by PCI Pal, Inc. If your 8x8 Secure Pay services Order includes a Secure Pay DID (e.g., Secure Pay IVR bundle, Secure Pay IVR DID, or Secure Pay BU DID), as conditions of use you agree that: i) all calls must originate and terminate directly with your Secure Pay DID and ii) you must only communicate or advertise your Secure Pay DID phone number when providing an invitation for a cardholder to make a payment.

8x8 will bill any overages (e.g., minutes or messages) you incur in arrears, at the rate(s) specified at: <https://www.8x8.com/terms-and-conditions/usage> ("**8x8 Usage Page**") at the time the usage is incurred or at the overage rate in your Order (if not specified at the 8x8 Usage Page).

### **8x8 Secure Pay Applicable Product SKUs:**

Provided below is a non-exhaustive list of 8x8 Secure Pay SKUs with accompanying product names & product description:

| SKU Code      | Product Name                                                | Product Description                                                                                                                                                                                                                   |
|---------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VCCS0109-000  | Secure Pay Professional Services [PCI_PRO_SRV]              | Professional Services (Project Management, Payment Gateway Integrations & Custom Integrations). One integration is Digital, Voice, IVR                                                                                                |
| VCCS0109-001  | Secure Pay Cloud Provisioning Fee [PCI_PROVISION]           | Fee per instance to provision the service. Applies the first time an additional PCI Pal region is to be enabled for 8x8 customer. An instance is the environment that PCI Pal is deployed in                                          |
| VCCS0000T-012 | Secure Pay LMS Training [PCI_LMS_TRAINING]                  | Access to online learning module for 8x8 and its customers & resellers                                                                                                                                                                |
| VCCS0109-007  | Secure Pay Platform Fee [PCI_SP_PLAT]                       | Access to Secure Pay Platform                                                                                                                                                                                                         |
| VCCS0109-008  | Secure Pay Voice Agent [PCI_SP_VCE_CC]                      | Stand-alone license to Secure Pay Voice for 8x8 Contact Center Agents. DTMF masking for taking payments via voice.                                                                                                                    |
| VCCS0109-010  | Secure Pay Digital User [PCI_SP_DGTL]                       | Stand-alone license to Secure Pay Digital. Secure Payment link will be sent via SMS or Email from PCI Pal with no reliance on the 8x8 network. Email Service is included at no additional cost. SMS is not included.                  |
| VCCS0109-011  | Secure Pay Omnichannel Agent [PCI_SP_OMNI]                  | Bundle of Secure Pay Voice Agent & Secure Pay Digital User. Secure Payment link will be sent via SMS or Email from PCI Pal with no reliance on the 8x8 network. Email Service is included at no additional cost. SMS is not included. |
| VCCS0109-014  | Secure Pay 250 SMS Message Bundle [PCI_SP_CON_SMS_250_POOL] | Bundle of 250 SMS Messages for use with Secure Pay Digital User and Secure Pay Omnichannel Agent. Message allocation is pooled across all agents. Unused messages expire at the end of each month.                                    |

| SKU Code     | Product Name                                                | Product Description                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VCCS0109-032 | 8x8 Secure Pay Digital Automation 100 Transactions [PCI_DA] | Bundle license for 100 Transactions for Secure Pay Digital Automation. Provides the ability to process 100 monthly transaction attempts. Minimum order 2500 transaction attempts per month. Unused transaction attempts expire at the end of each month. Overage applies. Secure Payment link will be sent via SMS or Email from PCI Pal with no reliance on the 8x8 network. Email Service is included at no additional cost. SMS is not included. |
| VCCS0109-012 | Secure Pay IVR Bundle [PCI_IVR_PLAT]                        | Bundled license for the Secure Pay IVR product. All calls are routed first through PCI Pal and PSTN Forward to 8x8. License bundle includes: 10 Secure Pay IVR DID, 50,000 minutes monthly, 10 SIP Channels and 1 IVR Port. IVR is DTMF only. Does not include Secure Pay Speech Add-on. Additional Secure Pay DIDs, minutes, SIP Channels and IVR Ports must be purchased separately. Unused minutes expire at the end of each month.              |
| VCCS0109-015 | Secure Pay 1000 IVR Inbound Minutes [PCI_IVR_CON_MIN_1000]  | Bundle of 1,000 Inbound Minutes for use with Secure Pay IVR Bundle and other Secure Pay IVR DID. Unused minutes expire at the end of each month.                                                                                                                                                                                                                                                                                                    |
| VCCS0109-016 | Secure Pay Additional IVR Port [PCI_IVR_ADD_PRT]            | IVR Port for use with Secure Pay IVR Bundle. Each IVR Port allows one concurrent capture of a card payment through PCI Pal's payment IVR. IVR is DTMF only. Does not include Secure Pay Speech Add-on.                                                                                                                                                                                                                                              |
| VCCS0109-017 | Secure Pay IVR SIP Channel License [PCI_IVR_ADD_CHNL]       | SIP Channel license for use with Secure Pay IVR Bundle and other Secure Pay IVR Ports. Each SIP Channel license allows one concurrent connection through PCI Pal's payment IVR.                                                                                                                                                                                                                                                                     |

| SKU Code     | Product Name                                                      | Product Description                                                                                                                                                                                                                                                                                                       |
|--------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VCCS0109-018 | Secure Pay IVR DID [PCI_IVR_ADD_DID]                              | DID for use with Secure Pay IVR Bundle and other Secure Pay IVR SIP Channels. Can be used with an existing local number ported to PCI Pal or new local numbers provided by PCI Pal.                                                                                                                                       |
| VCCS0109-019 | Secure Pay Speech Add-on [PCI_ADD_SPCH]                           | Add Speech Recognition capability to Secure Pay Voice, Secure Pay Omnichannel Agent, Secure Pay IVR Bundle or other Secure Pay IVR Ports. One license required per user or IVR port (as applicable) to upgrade from DTMF-only. Speech Recognition is provided by the PCI Pal network with no reliance on the 8x8 network. |
| VCCS0109-009 | Secure Pay Voice Business User [PCI_SP_VCE_UK_UC]                 | UK Only-Stand-alone license to Secure Pay Voice for 8x8 Business Users. DTMF masking for taking payments via voice. Requires BU connectivity add-ons, including Secure Pay BU DID.                                                                                                                                        |
| VCCS0109-021 | Secure Pay BU DID [PCI_ADD_CON_UK_DID]                            | UK Only-DID for use with Secure Pay Voice Business User. Can be used with an existing local number ported to PCI Pal or new local numbers provided by PCI Pal. Requires Secure Pay BU SIP Channel License.                                                                                                                |
| VCCS0109-022 | Secure Pay 1000 BU Inbound Minutes [PCI_ADD_CON_UK_MIN_1000]      | UK Only-Bundle of 1,000 Inbound Minutes for use with Secure Pay BU DID. Unused minutes expire at the end of each month.                                                                                                                                                                                                   |
| VCCS0109-023 | Secure Pay 500 BU Outbound Minutes [PCI_ADD_CON_UK_OUT_MIN_500]   | UK Only-Bundle of 500 Additional Outbound Minutes for use with Secure Pay BU DID. Unused minutes expire at the end of each month.                                                                                                                                                                                         |
| VCCS0109-024 | Secure Pay 1500 BU Outbound Minutes [PCI_ADD_CON_UK_OUT_MIN_1500] | UK Only-Bundle of 1,500 Additional Outbound Minutes for use with Secure Pay BU DID. Unused minutes expire at the end of each month.                                                                                                                                                                                       |

| SKU Code     | Product Name                                                                | Product Description                                                                                                                       |
|--------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| VCCS0109-025 | Secure Pay 750 BU Bidirectional Minutes<br>[PCI_ADD_CON_UK_BID_MIN_750]     | UK Only-Bundle of 750 Additional Bidirectional Minutes for use with Secure Pay BU DID. Unused minutes expire at the end of each month.    |
| VCCS0109-026 | Secure Pay 2500 BU Bidirectional Minutes<br>[PCI_ADD_CON_UK_BID_MIN_2500]   | UK Only-Bundle of 2,500 Additional Bidirectional Minutes for use with Secure Pay BU DID. Unused minutes expire at the end of each month.  |
| VCCS0109-027 | Secure Pay 5000 BU Bidirectional Minutes<br>[PCI_ADD_CON_UK_BID_MIN_5000]   | UK Only-Bundle of 5,000 Additional Bidirectional Minutes for use with Secure Pay BU DID. Unused minutes expire at the end of each month.  |
| VCCS0109-028 | Secure Pay 15000 BU Bidirectional Minutes<br>[PCI_ADD_CON_UK_BID_MIN_15000] | UK Only-Bundle of 15,000 Additional Bidirectional Minutes for use with Secure Pay BU DID. Unused minutes expire at the end of each month. |



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## 8x8 CUSTOMER REGIONAL TERMS (v. 2024-04-01)

**RT-1. APPLICABILITY.** These “*Regional Terms*” apply only to 8x8 Products provided to your business locations identified by a physical address in the Agreement (each, a “*Customer Location*”) in the US, Canada, Australia, or Europe. However, if a provision of these Regional Terms expressly references another region, that provision will apply (only) to 8x8 Products provided to a Customer Location in that region. Capitalized terms not defined in the Regional Terms are as defined elsewhere in the terms. As used in these Regional Terms, “*you*” or “*Customer*” means the entity that has a contract with 8x8 (an “*Agreement*”) to which these Regional Terms apply.

**RT-2. NUMBERS AND PORTING.** 8x8 will support number portability under applicable Law for UCaaS/CCaaS 8x8 SaaS Services (which your Agreement also may refer to as 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*”), subject to the following:

**RT-2.1.** In the US, Canada, and Europe, 8x8 will take reasonable steps to ensure number transfer and activation is completed as soon as reasonably practicable in accordance with applicable Laws. However, 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 you might not be able to port numbers when transferring service to or from 8x8 or its Affiliate.

**RT-2.2.** For European number transfers, you may request a credit against your next bill for the period from the second business day after the confirmed transfer date through the number transfer completion date, which will be in full and final settlement of any claim you may have against 8x8 or its Affiliates (present or future) relating to the delay, calculated as follows: [monthly Service Fees for UCaaS/CCaaS 8x8 SaaS Services involving telephone numbers] 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 porting activation requirements will not constitute a delay or abuse in porting and will not give rise to a claim for compensation unless applicable Law provides otherwise.

**RT-2.3.** 8x8 will use commercially reasonable efforts to help you retain numbers assigned to UCaaS/CCaaS 8x8 SaaS Services during the Effective Period. However, 8x8 Numbers may be changed on reasonable notice to you based on an 8x8 Party’s

good-faith belief that a Law or a valid third-party right requires the change. If you request, 8x8 will use commercially reasonable efforts to help you port out 8x8 Numbers and Ported-In Numbers on Cancellation of the applicable UCaaS/CCaaS 8x8 SaaS Services. However, (a) outside of the US and Canada 8x8 will 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).

**RT-3. EMERGENCY NOTICES.** The notices at <https://www.8x8.com/terms-and-conditions/emergency-calling-notice> apply to 8x8 SaaS Services ordered to a US, Canada, UK, or Europe Customer Location (as applicable).

**RT-4. GST IN AUSTRALIA.** The Agreement’s prices do not include goods and services tax (“*GST*”) you must pay. The Parties will account for Australian GST on 8x8 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 8x8 Products are provided to Customer and not a resident agent. 8x8 confirms it does not have a permanent establishment in Australia for providing 8x8 Products nor does it provide them through an enterprise that it carries on in Australia.

**RT-5. ADDITIONAL UK AND EUROPE TERMS.** This Section RT-5 (Additional UK and Europe Terms) applies to 8x8 Products ordered to a Europe based Customer Location. You are buying 8x8 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). See Schedule RT-1 for country-specific regulatory contact information. For further details, you may contact 8x8 support at [uk-support@8x8.com](mailto:uk-support@8x8.com) or another address 8x8 provides, or by calling 8x8’s main line +44 (0)02070966060 and clearly stating you require support.

**RT-6. ADDITIONAL SPAIN-SPECIFIC TERMS.** Spanish Customers with 8x8 Products provided to a Customer Location in Spain may ask to pay by market-accepted means other than direct debit, and may address claims regarding 8x8 SaaS Services to the Spanish Secretaría De Estado De Las Telecomunicaciones Y Para La Sociedad De La Información.

**RT-7. ADDITIONAL ITALY-SPECIFIC TERMS.** This Section RT-7 (Additional Italy-Specific Terms) applies to 8x8 Products ordered to an Italy Customer Location, and (as to those 8x8 Products) supersedes any conflicting parts of the Regional Terms.



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**RT-7.1. Italy Number Porting.** In addition to the provisions of RT-2 (Numbers and Porting):

- (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, you must provide 8x8 with a copy of your and any Users' identity document(s).
- (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, you acknowledge and agree that geographic numbers can be used for 8x8 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, you expressly agree not to use, or allow Users or other parties to use, geographic numbers outside the corresponding district (e.g. you must 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.

(f) Pursuant to the Regulation, you are 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.

**RT-7.2. Italy Tariffs.** The tariff for a call directed to a nomadic number will not exceed the tariff applicable to a call to a geographic number.

**RT-7.3. Italy Dispute Resolution.** According to art. 1, paragraph 11, of Law no. 249/97, any disputes, identified by AGCOM, that may arise between you 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).



One platform.  
Every communications experience.

## SCHEDULE RT-1 - COUNTRY-SPECIFIC CONTACT INFORMATION

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ombudsman Service Scheme in Belgium*          | See <a href="http://www.ombudsmantelecom.be">www.ombudsmantelecom.be</a> ; also:<br><i>The Office of the Ombudsman for Telecommunications</i><br>Boulevard Roi Albert II 8 boîte 3, 1000, Brussels, Belgium<br>Telephone: 02 223 09 09; Fax: 02 219 86 59<br>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)<br>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<br>PO Box 16326, 2500 BH The Hague, The Netherlands<br>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 Elektronicznej)<br>18/20 Kasprzaka Street, 01-211 Warsaw, Poland<br>Telephone: +48 22 53 49 156; Fax: +48 22 53 49 155<br>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)<br>Box 5398, SE-102 49 Stockholm, Sweden<br>Telephone: +46 8 678 55 00; Telefax: +46 8 678 55 05<br>E-mail: <a href="mailto:pts@pts.se">pts@pts.se</a>                                                                                                                                                                                                                                  |

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

†For 8x8 SaaS Services that are telecommunications services.

## 8x8 Beta Services Terms of Use

### Terms of Use

September 11, 2023

These 8x8 Beta Services Terms of Use (“Beta Terms”) govern your access to and use of any new or modified Services, or features or functionalities of existing Services, including software applications, provided by 8x8, Inc. or its affiliates (“8x8”) which are designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a similar description (“Beta Service(s)”). IF YOU DO NOT AGREE TO THESE BETA TERMS, THEN DO NOT ACCESS OR USE, OR AUTHORIZE ANYONE TO ACCESS OR USE, THE BETA SERVICE(S).

**1. RESTRICTIONS.** All access to and use of any Beta Service(s) is subject to these Beta Terms as well as all restrictions, limitations and qualifications applying to use of “Services” under the applicable 8x8 Terms and Conditions (located at <https://www.8x8.com/terms-and-conditions?locale=us> for customers of 8x8 Inc., or <https://www.8x8.com/terms-and-conditions?locale=uk> for customers of 8x8 UK Limited t/a 8x8 or otherwise specified in an 8x8 service agreement) (each applicable Terms and Conditions is herein referred to as “Terms and Conditions”), including but not limited to 8x8’s Use Policy (e.g., <https://www.8x8.com/terms-and-conditions/use-policy>). Capitalized terms used and not defined herein shall have the meanings assigned to them in the applicable Terms and Conditions or an 8x8 service agreement.

You may use a Beta Service solely for testing and evaluation in accordance with their intended purpose and, subject to customary mobile use, primarily at the location set forth in the beta letter provided by 8x8, if applicable. You shall not permit anyone other than an employee, contractor or other representative authorized by the customer with which 8x8 is contracted to provide the Services (“Customer”) to use a Beta Service. Customer is responsible for the actions or omissions of its employees, contractors, agents or other authorized representatives when a Beta Service is used.

**2. NO WARRANTY; LIMITATION OF LIABILITY.** ANY BETA SERVICE IS PROVIDED “AS IS” WHERE YOUR USE OF A BETA SERVICE IS DONE SOLELY AT YOUR OWN RISK. For purposes of any representation, warranty, commitment, or agreement of 8x8, a Beta Service is not a “Service” under the Terms and Conditions or, if applicable, 8x8 service agreement. 8X8 EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE BETA SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. FOR AVOIDANCE OF DOUBT, 8X8 MAKES NO WARRANTY THAT ANY BETA SERVICE WILL MEET YOUR REQUIREMENTS AND/OR THAT A BETA SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE. Absent 8x8’s gross negligence or willful misconduct, 8x8 shall have no liability for any

direct, indirect, special or consequential damages, losses or claims arising from the use of or inability to use the Beta Service, even if advised of such possibility.

**3. CONFIDENTIALITY.** During the term of your access to the Beta Service(s) and for a period of at least 3 years thereafter, you shall keep all information concerning the Beta Service(s) (the “Confidential Information”) confidential and agree (a) not to make any disclosure of Confidential Information to any third party except with 8x8’s written consent; (b) not to use Confidential Information except for the purpose contemplated by these Beta Terms; and (c) to protect Confidential Information with the same degree of care as Customer uses to protect its own Confidential Information against public disclosure, and in any event no less than reasonable care. The obligations set forth in Section 3 shall not apply to any Confidential Information (i) that 8x8 releases to the general public or that otherwise enters the public domain through no fault of Customer or (ii) that is required to be disclosed pursuant to a subpoena, court order or other lawful process.

**4. TERM AND TERMINATION.** These Beta Terms shall remain in effect until the expiration or termination of any applicable beta testing period(s) for the Beta Service(s); provided, that these Beta Terms may be terminated at any time with or without cause. For avoidance of doubt, 8x8 may discontinue Beta Service(s) at any time and has no obligation to make a Beta Service available in general release. Upon termination of these Beta Terms or the applicable beta testing period(s), you shall immediately cease accessing and using a Beta Service.

**5. FEEDBACK.** You hereby assign to 8x8 all right, title and interest (including intellectual property rights) in and to any improvement, suggestion, correction or feedback, enhancements thereon, and any contributions to 8x8 literature and marketing materials (collectively, “Feedback”) you provide relating to the Beta Service. You acknowledge and agree that 8x8 shall be free to use any Feedback for any purpose (commercial or otherwise) without compensation to you or anyone else.

**6. MISCELLANEOUS.** The Beta Terms shall be governed by the laws of the State of California, without regard to choice or conflicts of law rules. The Beta Terms constitute the complete and exclusive statement of the agreement of the parties with respect to, and supersedes all prior oral and written communication related to, its subject matter.

## Terms for Proactive Outreach Services

Version: 11 July 2025

In addition to the terms and conditions of your Agreement, the following product-specific terms shall apply to your Order for a proactive outreach bundle which includes SMS services, WhatsApp services, and access to the Connect platform for integration (“**Proactive Outreach Services**”). If the terms and conditions of your Agreement conflict with these product-specific terms, these product-specific terms shall take precedence only to the extent the conflict relates to the Proactive Outreach Services.

For the Proactive Outreach Services, you must pay the recurring platform fee and any recurring minimum monthly usage commitment (if applicable) at the billing frequency specified in your Order. You must pay any applicable usage charges set forth at the time of such usage as specified in your Order or as otherwise made available via your Connect platform account (accessible via <https://connect.8x8.com/>). Usage is reconciled with any minimum monthly usage commitment (including any usage discounts applicable) and billed quarterly in arrears. A recurring minimum monthly usage commitment does not roll over. Any increases in recurring minimum monthly usage commitment will take effect the following calendar month after the request is received by 8x8. 8x8 reserves the right to change billing frequency at its discretion upon 30 days’ written notice.

The recurring platform fee covers up to 20 user registrations and activation of one SMS Sender ID or TFN (destination-dependent) and where relevant one associated WhatsApp Business account. A new country / SMS Sender ID setup fee is required for each country that traffic is to be sent to. All use of the Proactive Outreach Services must comply with any rules and restrictions imposed, directly or indirectly by carriers, including campaign registration (where applicable). You assume sole responsibility for submitting campaign registration applications, for the content and costs of such submissions, and complying with any requirements and content policies associated with campaign registration (e.g., see [SMS Campaign Registration: SMS Usage and Content Policies](#)).

Usage for outbound SMS messages (i.e., messages that terminate at a mobile number) is dependent on the relevant country and operator and occurs when 8x8 or the customer submits the message to the carrier using any delivery method and is billed based on the destination 8x8 records. Messages are measured in message segments as defined at the carrier-level (see <https://support.8x8.com/business-phone/voice/work-sms/charges-for-sms-mms>).

The resale partner agrees to be bound and must ensure the end customer is bound by the relevant terms and conditions for any applicable third-party services (e.g., WhatsApp) included in the Proactive Outreach Services, which are made available on

the [8x8 Legal Information Hub](#). For example, please see the [Product Schedule](#) section, providing product-specific information including third-party products and services.

8x8 may change or update the Proactive Outreach Services at its discretion, and will notify you in advance, if reasonably practicable, of any change that materially reduces overall functionality or security of the Proactive Outreach Services.