

8x8 VIRTUAL OFFICE AND VIRTUAL CONTACT CENTER SERVICE TERMS FOR 8x8 RESELLER CUSTOMERS

Last Updated: November 30, 2018

THESE TERMS SHOULD BE READ CAREFULLY, AS THEY AFFECT THE PARTIES' LEGAL RIGHTS BY, AMONG OTHER THINGS, LIMITING RESELLER'S LIABILITY UNDER THE AGREEMENT

1. GENERAL

1.1. Applicability and Scope. These 8x8 Virtual Office and Virtual Contact Center Service Terms for 8x8 Reseller Customers and all content expressly incorporated herein (these “**Terms**”) apply to those customers of a reseller of 8x8, Inc. (“**8x8**”) that have agreed to or accepted these 8x8 Virtual Office and Virtual Contact Center Service Terms for 8x8 Reseller Customers in connection with ordering 8x8 Virtual Office and/or 8x8 Virtual Contact Center services (such services (whether stand-alone, included in 8x8 Editions or 8x8 X Series, or otherwise bundled with other services), including all components thereof, the “**8x8 SaaS Services**”) from or through such reseller. For such customers, these Terms apply with respect to all 8x8 SaaS Services and Project Services (together, “**Services**”) and Equipment ordered or provided under the Agreement (as defined below) (such Equipment, “**Ordered Equipment**”; such Services and equipment, together, “**Ordered Products**”). The 8x8 Virtual Office and Virtual Contact Center Regional Terms for 8x8 Reseller Customers included at the end hereof (the “**Regional Terms**”) are a part of, and incorporated in, these Terms.

1.2. The Agreement. On the first occasion that the legal entity in whose name Reseller agrees to provide Services (“**Customer**”) performs any of the following acts, such entity thereby enters into a legally-binding contract with Reseller that shall govern all ordering, acquisition, accessing, and use of Ordered Products (the “**Agreement**”): (a) entering into an order or other document that incorporates these 8x8 Virtual Office and Virtual Contact Center Service Terms for 8x8 Reseller Customers or otherwise agreeing to or accepting these 8x8 Virtual Office and Virtual Contact Center Service Terms for 8x8 Reseller Customers or (b) accessing or using any 8x8 SaaS Services after being notified that these 8x8 Virtual Office and Virtual Contact Center Service Terms for 8x8 Reseller Customers apply to such 8x8 SaaS Services or to such accessing or use thereof. The Agreement shall include all terms and conditions between Customer and Reseller (each a “**Party**” and together as the “**Parties**”) related to the ordering, acquisition, accessing, or use of Ordered Products (including without limitation these Terms) and all orders of 8x8 SaaS Services and/or Equipment entered into or placed by or on behalf of Customer, each of which shall be subject to these Terms. For avoidance of doubt, any transaction, dealing, or relationship between the Parties – and any terms, conditions, documents, materials, or other content agreed to or entered into by, or otherwise applicable to, Customer and Reseller – that are unrelated to the Ordered Products or the ordering, acquisition, accessing, or use thereof (e.g., Customer’s ordering from Reseller goods or services other than the Services or Equipment) (each such transaction, document, etc., an “**Extraneous Agreement**”) shall be outside of the scope of the Agreement, and these Terms shall not govern or apply to any such Extraneous Agreement.

The individual who agrees to or accepts these Terms represents and warrants to Reseller that he or she has the authority to bind Customer to the Agreement and enter into the Agreement on Customer’s behalf. IF SUCH INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE TO THESE TERMS, THEN HE/SHE SHOULD NOT ACCEPT THESE TERMS, ENTER INTO ANY ORDER, OR ORDER, ACCESS, OR USE THE 8x8 SaaS SERVICES OR AUTHORIZE OR PERMIT ANY OTHER PERSON TO DO SO.

1.3. Conflict. In respect of the Ordered Products and other matters within the scope of this Agreement, the Agreement shall take precedence and control in the event of any conflict or inconsistency with any Extraneous Agreement. In the event of any conflict between these Terms and any other component of the Agreement, these Terms shall take precedence and control.

1.4. Relationships Among Reseller, Customer, and 8x8. As a supplier of Reseller with respect to the 8x8 SaaS Services and Equipment, 8x8 and/or its Affiliates may make available, provide, maintain, support, administer, and/or implement the Ordered Products and/or perform billing, collection, or other functions with respect to the Ordered Products and/or the Agreement. Consequently, certain components or aspects of the 8x8 SaaS Services (including without limitation certain software applications available for download and/or for use in connection therewith) and/or Equipment may include the branding of 8x8 or its Affiliates, and certain provisions of these Terms or other components of the Agreement may refer or relate to 8x8, its Affiliates, or the products or services offered by them. Customer and Reseller acknowledge and agree that notwithstanding the foregoing, (a) neither 8x8 nor any of its Affiliates are the service provider under the Agreement or otherwise in respect of any Ordered Products; rather, in entering into the Agreement, **Customer is entering into a contract**

solely and exclusively with the non-8x8 entity(ies) from/through which it orders the Ordered Products (“Reseller”), and the Agreement is solely between Customer and Reseller and (b) in no event shall 8x8 or any of its Affiliates, by virtue of these Terms or the Agreement, or Customer’s ordering, acquisition, accessing, or use of Ordered Products, (i) be or be deemed to be a party to the Agreement or (ii) have any obligation, liability, or responsibility to Customer or any other party (nor shall Customer or any other party have any right or remedy that may be enforced or asserted against 8x8 or any of its Affiliates by virtue of or under these Terms or the Agreement). Accordingly, Customer agrees that it shall look solely to Reseller for the fulfillment of any and all obligations owed to Customer, its Affiliates, and/or other related parties under the Agreement and shall not seek to enforce the Agreement or assert or enforce their rights or remedies thereunder against 8x8 or its Affiliates. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER HEREBY RELEASES, DISCHARGES, AND HOLDS HARMLESS 8x8, ITS AFFILIATES, AND THEIR RESPECTIVE PERSONNEL AND PARTNERS (OTHER THAN RESELLER) FROM AND AGAINST ANY AND ALL CLAIMS AND/OR LIABILITY UNDER OR WITH RESPECT TO THE AGREEMENT AND/OR THE ORDERED PRODUCTS.

1.5. Applicability Throughout the Access Period. Customer agrees and acknowledges that the restrictions and requirements applicable to Customer under these Terms are intended to apply throughout the entire Effective Period and all other periods during which the 8x8 SaaS Services ordered under the Agreement (“**Ordered 8x8 SaaS Services**”) are available, even if any such periods are subsequent to termination or expiration of the Agreement (the Effective Period and all such other periods, collectively, the “**Access Period**”). Accordingly, Customer agrees that it shall comply with such restrictions and requirements for the entire Access Period, and its obligations related to such restrictions and requirements shall survive any termination or expiration of the Agreement and continue to apply during any such periods.

2. 8x8 SaaS SERVICES

2.1. Ordering 8x8 SaaS Services. Customer may order 8x8 SaaS Services under the Agreement, in each case by entering into a written order prepared by or on behalf of Reseller for the same with Reseller pursuant to the Agreement (“**Orders**”). Orders shall be:

- (a) deemed entered into by, and shall become effective and legally binding on, the Parties upon (i) execution by Customer (or execution by both Parties if the Parties have agreed in writing that the foregoing shall be required for Orders to be effective) or (ii) completion by Customer of an electronic “click-through” or “click to accept” process of Reseller or its Partner and
- (b) coterminous with the Agreement (i.e., shall terminate, renew, and/or expire at the same time as the Agreement, in accordance with Sections 11 (Term and Renewal) and 12 (Termination)).

Upon placement of an Order, the applicable Ordered 8x8 SaaS Services shall be provisioned, a tenant and account shall be automatically created for Customer, and Customer’s designated administrator shall receive email instructions and credentials necessary to access such Ordered 8x8 SaaS Services, assign lines and/or seats to individual users, and otherwise enable Customer to access and use such Ordered 8x8 SaaS Services (“**Provisioning**”).

2.2. Reseller Responsibilities With Respect to 8x8 SaaS Services

2.2.1. 8x8 SaaS Services Availability. Reseller shall, itself or through one or more of its vendors, subcontractors, wholesalers, suppliers, or other service-providers (each, a “**Partner**” of Reseller) or Affiliates, make the Ordered 8x8 SaaS Services (which shall substantially conform to the applicable Documentation) available to Customer during the Effective Period as set forth in, and subject to the terms and conditions of, these Terms).

2.2.2. Support of 8x8 SaaS Services. Reseller shall provide standard support for Ordered 8x8 SaaS Services during Reseller’s regular business hours (or such other hours agreed to in writing by the Parties) via those particular telephone numbers, email addresses, web chat interfaces, and/or other support channels expressly specified by Reseller for such purpose (the “**Approved Support Channels**”).

2.2.3. 8x8 SaaS Services Pricing Commitment. Except to the extent otherwise expressly agreed in writing by the Parties, (a) the Service Fee rates for Ordered 8x8 SaaS Services shall be as set forth in the applicable Order, and, during the Initial Term, Reseller may not increase any such rates, (b) after the Initial Term, Reseller may, at any time, increase such rates up to – but not in excess of – the then-current list price for the applicable Ordered 8x8 SaaS Services, (c) when Customer orders Ordered 8x8 SaaS Services for the first time in a country, such order shall establish the Service Fee rates that Reseller must offer for future Orders of the same Ordered 8x8 SaaS Services in that country, provided that such established rates shall increase in parallel with any rate increases under the immediately preceding clause (b), and (d) the initial Regulatory Fee rates for Ordered 8x8 SaaS Services shall be as set forth in the applicable Order.

2.2.4. Changes to Ordered 8x8 SaaS Services. Reseller may not change Ordered 8x8 SaaS Services in any way that materially reduces their overall functionality or security (based on customary usage in the United States (“US”), the United Kingdom, Australia, and Canada (the “Primary Market”)), except with Customer’s written approval. Reseller may, however, make other changes or perform upgrades to Ordered 8x8 SaaS Services, provided that Reseller shall provide advance notification to Customer of any such change or upgrade if reasonably practicable or otherwise promptly thereafter.

2.2.5. Content and Data Protection. Reseller shall implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect the content of all communications transmitted, received, and/or stored through any Ordered 8x8 SaaS Services (Customer’s “Content”) from unauthorized access and use. Customer shall remain the owner of its Content. The Parties acknowledge and agree that (a) Reseller’s and its Affiliates’ and Partners’ role with respect to Customer’s Content, if any, shall be that of a passive conduit and (b) neither Reseller nor any of its Affiliates or Partners shall be responsible for or have any involvement in determining or creating such Content or determining the recipients or destinations of any communications through Ordered 8x8 SaaS Services.

2.3. Customer Responsibilities With Respect to 8x8 SaaS Services

2.3.1. Customer Subscription Commitment. AS A MATERIAL COMMITMENT UPON WHICH PRICING AND OTHER TERMS OF THE AGREEMENT ARE BASED, CUSTOMER SHALL BE OBLIGATED TO PAY (IN ACCORDANCE WITH SECTION 7 (BILLING AND PAYMENT)) ALL SERVICE FEES, REGULATORY FEES, AND TAXES RELATED TO ORDERED 8x8 SaaS SERVICES FOR THE ENTIRE PERIOD BEGINNING ON THE EFFECTIVE DATE OF CUSTOMER’S FIRST ORDER AND CONTINUING FOR THE NUMBER OF MONTHS IDENTIFIED THEREIN AS THE “TERM,” “INITIAL TERM,” OR SIMILAR PERIOD (OR, WHERE NO SUCH PERIOD IS SO IDENTIFIED, FOR THIRTY-SIX (36) MONTHS) THEREAFTER) (THE “INITIAL TERM”) AND EACH RENEWAL TERM (CUSTOMER’S “SUBSCRIPTION COMMITMENT”), provided that Customer may reduce in quantity or downgrade (e.g., to a tier with a lower Service Fee rate) Ordered 8x8 SaaS Services for the next renewal term by providing notice of the same to Reseller at least sixty (60) days before the start of such renewal term (“Reduce” or a “Reduction”).

2.3.2. Usage. Customer shall be responsible for, and shall pay in accordance with Section 7 (Billing and Payment), any applicable usage charges of the sort set forth at the time of such usage at www.8x8.com/terms-and-conditions/usage.

2.3.3. Utilization of Approved Support Channels. In seeking technical and other support for Ordered Products in connection with the Agreement (or support related to the Agreement or Customer’s relationship with Reseller in connection therewith), Customer agrees to solely and exclusively utilize the Approved Support Channels. Without limiting the generality of the foregoing, Customer agrees not to contact 8x8 or any of its Affiliates directly in connection with seeking such support or otherwise in relation to the Agreement or the Ordered Products, except to the extent that a number, address, interface, or other channel of 8x8 or its Affiliate is an Approved Support Channel. Customer acknowledges and agrees that where 8x8 or its Affiliate is involved in providing such support, 8x8 and/or its Affiliate will not provide support for any services or products other than the Ordered 8x8 SaaS Services or Ordered Equipment.

2.3.4. Use Policy Compliance. Customer accepts and agrees to the 8x8 Virtual Office and Virtual Contact Center Use Policy (available at <https://www.8x8.com/terms-and-conditions/use-policy>) (the “Use Policy”) (which is incorporated herein) and shall fulfill all of its obligations, representations, warranties, and covenants thereunder. For avoidance of doubt, references in the Use Policy to “8x8”, the “8x8 Parties”, “SaaS Services”, and “Ordered SaaS Services” shall respectively be deemed for purposes of these Terms to refer to Reseller, the Reseller Parties, 8x8 SaaS Services, and Ordered 8x8 SaaS Services. Customer shall provide to 8x8 (in addition to Reseller) any notice that Customer is obligated to provide to Reseller under the Use Policy.

2.3.5. Registration Information. Customer shall be responsible for the accuracy and legality of all account, Agent, and registration information (including without limitation Customer’s legal name and payment information, Customer/Agent contact information, and any personal data included therein) (“Registration Information”) and the means of its acquisition.

2.3.6. Network Requirements. Customer shall be responsible for ensuring that all aspects of the applicable network environment(s) adhere to the applicable standards and requirements specified in the Documentation and are configured appropriately to its proposed use of Ordered 8x8 SaaS Services.

2.4. 8x8 SaaS Services Limitations. Customer acknowledges and agrees that (a) the Ordered 8x8 SaaS Services will not be uninterrupted, error-free, or available one-hundred percent (100%) of the time (e.g., they may be unavailable during periods of planned or unplanned downtime and communications may not always be delivered to their intended destination or without loss of data), (b) a single log-in is provided for each 8x8 Virtual Office extension, and, except with respect to conference and other extensions specifically designed for conference or multi-party use (“Conference Extensions”), such log-in and extension is provided solely for use by a single Agent, (c) data transmitted or stored through the 8x8 SaaS Services may be

exported therefrom by or on behalf of Customer, Agents, or other users in a variety of ways (including without limitation via third-party integrations, other features that interoperate with third-party offerings, or local or external download), (d) the 8x8 SaaS Services are not intended to and should not be used for back-up or long-term storage of data, and (e) Reseller shall not be responsible for any such exported data or any loss of such stored data. Use of 8x8 mobile applications may utilize underlying third-party cellular and/or data services and thus may use such services' allotted units and/or result in usage or other charges associated with such third-party services.

2.5. Third-Party Offerings and Integrations. Customer's relationship and dealings (including without limitation any collection or use of data) with providers of third-party offerings that interoperate with the 8x8 SaaS Services (e.g., third-party applications for which 8x8 SaaS Services integrations are available) or that are used in connection with the 8x8 SaaS Services (e.g., broadband, MPLS, and equipment leasing services) ("**Providers**") shall in each case be governed by Customer's agreement with the applicable Provider and shall be outside the scope of the Agreement. In no event shall Reseller be liable or responsible under any such agreement (unless Reseller has agreed in writing to be a party to such agreement). Except to the extent otherwise expressly agreed in writing by the Parties, Reseller shall have no liability or responsibility (a) for any act or omission of any Provider or any operation of its offering (e.g., any accessing, modification, or deletion of data), regardless of whether Reseller, 8x8, or their Affiliates endorse, refer Customer to, approve of Customer's use of, or agree to bill and/or collect on behalf of such Provider or designate any such offering as "certified," "approved," "recommended," etc., (b) for supporting any such third-party offering, or (c) (except as expressly set forth in an SOW) for ensuring the continued availability or operation of any such offering or any 8x8 SaaS Services integrations or other features designed to interoperate therewith, which such integrations or features may be discontinued at any time.

2.6. Suspension and Restriction. In addition to Reseller's other rights and remedies under the Agreement, Reseller may (a) suspend some or all of the Ordered 8x8 SaaS Services where Reseller or its Partner reasonably determines that such suspension is necessary to avoid actual or likely harm or damages to, or liability for, any party or where Customer has breached the Agreement and/or (b) place reasonable limitations or restrictions on the use of any Ordered 8x8 SaaS Services that are being used in violation of the Use Policy. Reseller shall notify Customer of any such suspension in advance thereof if reasonably practicable or promptly thereafter if such advance notification is not reasonably practicable. Except to the extent otherwise expressly agreed in writing by the Parties, none of the foregoing actions by Reseller or its Partners shall relieve Customer of any of its obligations under the Agreement, except that (except to the extent otherwise expressly agreed in writing by the Parties) Customer shall not be liable for any fees for any suspended Ordered 8x8 SaaS Services for the period of such suspension if not due to Customer's breach of the Agreement.

3. EQUIPMENT

The provisions of Sections 3.2 (Equipment Pricing) through 3.4 (Customer Responsibilities With Respect to Equipment) shall not apply to the extent otherwise expressly agreed in writing by the Parties.

3.1. Ordering Equipment. To the extent that Reseller offers to resell to Customer equipment that Reseller has purchased from 8x8 for resale thereof (such resold equipment, "**Equipment**"), Customer may order such Equipment from Reseller, in each case by entering into an Order. The pricing for Ordered Equipment shall be as set forth in the Order under which it was ordered. Customer shall be deemed the importer of Ordered Equipment for all purposes.

3.2. Equipment Pricing. Equipment-related pricing, discounts, and promotions (e.g., free shipping) provided in an Order shall apply solely to the particular equipment ordered under that Order, and Reseller makes no commitment and shall have no obligation with respect to future pricing for or availability of equipment.

3.3. Reseller Responsibilities With Respect to Equipment. Reseller shall, itself or through its Affiliates or Partners, provide the Ordered Equipment to Customer and pass through to Customer a twelve- (12-) month warranty (or an extended warranty if permitted by the manufacturer) therefor. Customer may return any defective Ordered Equipment covered by warranty by obtaining a return authorization number from Reseller and thereafter returning the Ordered Equipment in its original packaging or equivalent to the address specified by Reseller, in which case Reseller shall replace the Ordered Equipment at no charge and pay the reasonable associated shipping costs.

3.4. Customer Responsibilities With Respect to Equipment. Customer shall, in accordance with Section 7 (Billing and Payment), pay for all Ordered Equipment at the pricing set forth in the applicable Order and for all shipping and related charges. All shipments of Ordered Equipment shall be F.C.A. (free carrier), and title and risk of loss or damage shall pass to Customer upon delivery to the carrier. Customer shall be responsible for all lost, stolen, or broken equipment (except to the extent covered by warranty), and for ensuring that any externally-acquired equipment used with Ordered 8x8 SaaS Services is in reasonable working condition and configured in accordance with 8x8's and Reseller's technical requirements.

4. PROJECT SERVICES.

The provisions of this Section 4 (Project Services) shall not apply to the extent otherwise expressly agreed in writing by the Parties. Reseller may from time to time, in each case in its sole discretion, offer to perform work for Customer related to the configuration or customization of Ordered 8x8 SaaS Services, network assessments, Agent training, or similar work or services (“**Project Services**”). Customer may order Project Services under the Agreement (“**Ordered Project Services**”), in each case by entering into (via execution or completion by Customer of an electronic “click-through” or “click to accept” process of Reseller or its Partner) an Order and/or a written statement of work or similar document for the same with Reseller (an “**SOW**”). Reseller shall, itself or through its Affiliates or Partners, perform the Ordered Project Services in a professional and workmanlike manner, with reasonable skill and care, and in accordance with the terms of the applicable SOW (which shall set forth the other terms related to the Ordered Project Services ordered thereunder), *provided* that Customer’s sole and exclusive remedies for Reseller’s breach of this sentence shall be as set forth in the applicable SOW. Customer shall pay all fees and other amounts set forth in the applicable Order and/or SOW for Ordered Project Services, in accordance with Section 7 (Billing and Payment) and any other terms set forth in such SOW. Customer acknowledges and agrees that Reseller makes no commitment and shall have no obligation with respect to future pricing for or availability of Project Services.

5. ORDERS AND PARTY AFFILIATES; RESELLER SUBCONTRACTING

Reseller may, in each case in its sole discretion, (a) permit an Affiliate of Customer to order Ordered Products, in which case, with respect to such orders, (i) references to “Customer” in the Agreement shall be deemed to include such Customer Affiliate (as well as Customer) and (ii) Customer shall remain fully, including jointly and severally, liable under the Agreement, (b) except to the extent otherwise expressly agreed in writing by the Parties, designate a Reseller Affiliate to enter into one or more Orders or SOWs with Customer, in which case, with respect to such Orders or SOWs, (1) the Agreement’s references to “Reseller” shall include such Reseller Affiliate (as well as Reseller) (provided that the Reseller Affiliate shall be deemed to be the service provider under such Orders or SOWs) and (2) Reseller shall remain fully, including jointly and severally, liable under the Agreement, and/or (c) subcontract for the performance of Reseller’s obligations under the Agreement, provided that Reseller shall remain responsible for performance of such obligations and for such subcontractors’ actions or omissions of in performing such obligations.

6. TAXES

The provisions of this Section 6 (Taxes) shall not apply to the extent otherwise expressly agreed in writing by the Parties. Customer shall be liable and responsible for, and shall pay in accordance with Section 7 (Billing and Payment), all taxes, levies, imports, exports, customs, duties, charges, fees or similar governmental assessments, including value-added tax, sales, use, withholding, public utility, or universal service taxes or fees, and emergency services surcharges (*i.e.*, 911, E911, 999, etc.) that Reseller or its Partner reasonably believes to be assessed or assessable by any governmental, fiscal, or other authority, or recoverable by Reseller or its Partners, in respect of Ordered Products, other than those assessable against Reseller based solely on its income (collectively, “**Taxes**”). Any Taxes set forth in the Agreement or any quote shall be solely non-binding estimates. Any such estimates set forth in a quote or Order shall be calculated by or on behalf of Reseller in good faith based on the service address(es) provided by Customer. In order to assert an exemption from any Tax, Customer must deliver to Reseller a valid tax exemption certificate authorized by the appropriate taxing authority, in which case Customer shall still be liable for any Taxes assessed prior to such delivery. To the extent required by Law, Customer may deduct amounts from its payment of Billed Amounts for or on account of any Tax and/or withholding imposed by any governmental or fiscal authority, provided that Customer shall (a) provide notice of such requirement to Reseller at least thirty (30) days prior to making the deduction, (b) furnish Reseller with receipts evidencing remittance of the deducted amounts, and (c) pay such additional amounts to Reseller, as applicable, as are necessary to ensure receipt by Reseller of the full amount that it would have received but for the deduction. Customer acknowledges and agrees that Reseller may not charge value-added, goods and services, or similar Taxes in certain jurisdictions (such as Australia) that permit reverse charge of such Taxes. Reseller shall account for and remit any such Taxes on Ordered Products in such jurisdictions.

7. BILLING AND PAYMENT

The provisions of this Section 7 (Billing and Payment) shall not apply to the extent otherwise expressly agreed in writing by the Parties.

7.1. Billing of Billed Amounts. Service Fees and other monthly-recurring charges shall start to be billed as of the effective date of the applicable Order. Except to the extent otherwise expressly agreed in writing by the Parties, such amounts

shall be billed monthly, at or near the beginning of the applicable calendar month, provided that when Ordered 8x8 SaaS Services are ordered, Reseller may bill the first thirty (30) days of such amounts for such Ordered 8x8 SaaS Services at or near the time of order. One-time Services charges, including Project Services fees, shall be incurred on the effective date of the applicable Order. Equipment-related charges shall be incurred upon shipment of the Equipment.

7.2. Payment of Billed Amounts. Except as set forth in this Section 7.2 (Payment of Billed Amounts) and Section 6 (Taxes), Customer shall pay all amounts billed to Customer by or on behalf of Reseller in respect of Ordered Products (“**Billed Amounts**”) without counter-claim, set-off, withholding, or deduction of any sort. If Customer believes in good faith that a Billed Amount was not actually incurred under the Agreement (i.e., was overbilled), then Customer may dispute such Billed Amount by providing notice to Reseller within thirty (30) days of the date of the first posting of the Billed Amount in the relevant account (where payment is not By Invoice) or the date of the first invoice in which the Billed Amount was invoiced (where payment is By Invoice), which such notice must specify the particular Billed Amount(s) in dispute and the basis of the dispute in reasonable detail. Failure to so dispute a Billed Amount within such period shall constitute a complete and irrevocable waiver of Customer’s right to dispute such Billed Amount. If payment of a Billed Amount is By Invoice and Customer disputes such Billed Amount in good faith in accordance with this Section 7.2 (Payment of Billed Amounts), then Customer may, at its option, either (a) pay such Billed Amount expressly under protest or (b) withhold payment of such Billed Amount, in which case such Billed Amount, **if (and only if) actually incurred under the Agreement (i.e., not actually overbilled)**, shall not become due until ten (10) days after Reseller’s determination of the same (if such due date is later than the original due date for such amount). Delinquent Billed Amounts shall, beginning upon delinquency, accrue interest at the rate of the lesser of one-point-five percent (1.5%) per month or the maximum rate permitted by applicable law. All payments to Reseller or its Affiliate shall be non-refundable and non-creditable.

7.3. Up-Front Payment. At all times during the Effective Period other than those periods for which payment of all Billed Amounts is By Invoice, Customer shall maintain on file with Reseller complete, accurate, and up-to-date information for at least one valid, working credit card or Customer account (sufficient to permit ACH withdrawals). Payment of all Billed Amounts – other than those for which Reseller has agreed to payment By Invoice – shall be by charge to such credit card(s) or by ACH withdrawal from such account(s), at or near time of billing, and Customer hereby authorizes Reseller to make such charges or withdrawals. Where payment is by such charge or withdrawal, (a) Reseller shall post a statement of the Billed Amounts in the relevant account at or near the time of the first attempted charge or withdrawal and shall thereafter make commercially reasonable efforts to notify Customer by email and/or telephone if the charge or withdrawal is not successful and (b) Billed Amounts shall be due within fourteen (14) days of such posting.

7.4. Payment by Invoice. To the extent agreed by Reseller, Customer may pay Billed Amounts by invoice, in which case payment of those Billed Amounts shall be (a) made by credit card, check, ACH, or wire transfer and (b) due within thirty (30) days of invoice date (Net 30) (payment “**By Invoice**”). Each such agreement shall be within Reseller’s sole discretion, but, once entered into, may not be revoked by Reseller, except upon the occurrence of event(s) that, in Reseller’s reasonable discretion, put Customer’s creditworthiness or solvency into question (which such events shall include without limitation Customer’s default on any of its financial obligations or a Solvency Event with respect to Customer or any entity that owns or controls it).

8. CHANGE IN TERMS

The provisions of these Terms may not be changed or amended in any way, except as follows:

- (a) The Parties may amend the provisions of these Terms as they apply to the Agreement by agreeing to do so in a written, legally-binding (on both Parties) amendment or similar document executed by both Parties that specifies the applicable amendments to these Terms and includes an express representation by Reseller that 8x8 has been notified and has expressly approved of such amendments as they apply to the Agreement. Any other attempt by Reseller and/or Customer to change or amend these Terms shall be deemed null and void, and the purported change(s) or amendment(s) in question shall not apply to the Agreement. For clarity, where the Parties agree to such different or additional terms as expressly permitted by these Terms (e.g., where a provision of these Terms is qualified by “Except to the extent otherwise expressly agreed in writing by the Parties . . .”), such different or additional terms shall not be considered to be “amendments” to these Terms for purposes of this clause (a).
- (b) 8x8 may change or update these Terms as follows:
 - (i) 8x8 may not change or update these Terms in any manner that would materially reduce Customer’s rights or benefits, or materially increase Customer’s obligations or liability, under the Agreement (a “**Material Change**”) (i.e., any such change shall not apply to the Agreement), except where Reseller or 8x8 provides Customer with at least

thirty (30) days' advance notice of, and opportunity to object to, such change by 8x8. During such notice period, Customer shall have the right to object to such change by providing notice of such objection to both Reseller and 8x8. Where Customer provides a such notice of objection to both Reseller and 8x8 before the end of the applicable notice period, the change shall not take effect (i.e., shall not apply to the Agreement) during the then-current Initial Term or renewal term (each a "Term"), but shall take effect (i.e., shall begin applying to the Agreement) if and when the Agreement renews (i.e., on the first day of the Agreement's next renewal term, if any). Where Customer fails to object to such a change by providing such a notice of objection to both Reseller and 8x8 before the end of the applicable notice period, the change shall take effect at the end of such notice period.

- (ii) 8x8 may make changes or updates to these Terms that are not Material Changes by posting such changes to www.8x8.com/reseller-order-terms or this web page, which changes shall be effective upon such posting. For avoidance of doubt, the mere addition of Regional Terms for a new country or region shall not constitute a Material Change.

9. GENERAL REPRESENTATIONS AND WARRANTIES; WARRANTY DISCLAIMER

Each Party represents and warrants that it is a bona fide business, has the power and authority to enter into and perform its obligations under the Agreement, and is not relying upon any statements, commitments, representations, or warranties other than those expressly set forth in the Agreement. Customer represents and warrants that its orders or purchases are not contingent on the delivery of any future functionality or feature. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED BY RESELLER IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RESELLER MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES IN RELATION TO THE SERVICES, EQUIPMENT, AND/OR THE AGREEMENT, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

10. RIGHTS IN AND TO THE SERVICES AND FEEDBACK

To the maximum extent permitted by Law, all intellectual property and other rights, title, and interest in or to the Documentation or the Services and related software, applications, functionalities, APIs, tools, and interfaces (the "8x8 Platform") – and all configuration designs, code, deliverables, and other work product produced or developed by Reseller, 8x8, or their Affiliates or Partners in the course of performing under the Agreement (except to the extent such work product embodies Customer's pre-existing intellectual property) – shall remain with, and belong exclusively to, Reseller, 8x8, their Affiliates, and/or their licensors. Customer hereby assigns to Reseller all intellectual property and other rights, title, and interest in or to any improvement, enhancement, recommendation, correction, or other feedback that Customer may provide to Reseller, 8x8, or their Affiliates relating to their operations or the Services or Equipment, and agrees that such parties shall be free to use, license, assign, and exploit any ideas, concepts, know-how, or techniques contained therein for any purpose without restriction or compensation.

11. TERM AND RENEWAL

The Agreement shall become effective on the date that the Parties enter into the Agreement and continue in full force and effect until the earlier of (a) the date terminated in accordance with Section 12.1 (Exclusive Termination Rights) and (b) the date of expiration as set forth in the next sentence (the "Effective Period"). At the end of each Term, the Agreement, if not earlier terminated in accordance with these Terms, shall:

- (i) expire if either Party has elected not to renew the Agreement via notice to the other Party (and, in the case of Customer's non-renewal, notice to 8x8) at least thirty (30) days prior to the end of such Term;
- (ii) continue on a month-to-month basis (i.e., automatically renew for successive one- (1-) calendar month renewal terms) if Customer has so elected via notice to Reseller and 8x8 at least thirty (30) days prior to the end of such Term; or
- (iii) automatically renew for a twelve- (12-) month renewal term if neither of the foregoing applies.

12. TERMINATION

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

- (a) by either Party with thirty (30) days' notice to the other Party (and, in the case of termination by Customer, notice to 8x8) in the event of the other Party's material breach of the Agreement (which shall include without limitation any Customer payment delinquency or Customer breach of the Use Policy) and, if such breach is reasonably capable of cure, failure to

- cure such breach within such notice period, provided that such cure requirement shall not apply with respect to a Customer payment delinquency where there has already been such a delinquency;
- (b) immediately by either Party upon notice to the other Party where the other Party experiences a Solvency Event;
 - (c) by Reseller with thirty (30) days' notice to Customer in the event that any 8x8 SaaS Services become subject to an actual or threatened Claim of infringement (an "**Infringement Claim**") and avoidance of the alleged infringement via procurement of a license or modification or replacement of the applicable 8x8 SaaS Services (either or both of which may be exercised by Reseller, at its sole option and expense, in the event of any Infringement Claim) is not commercially feasible;
 - (d) by Reseller with thirty (30) days' notice to Customer in the event that Customer objects to any change to these Terms proposed or made by 8x8 under Section 8 (Change in Terms); or
 - (e) by Reseller with thirty (30) days' notice to Customer in the event that Reseller determines in good faith that such termination is necessary to comply with a law, regulation, or court or administrative order or ruling.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION 12 (TERMINATION) STATES THE PARTIES' SOLE AND EXCLUSIVE RIGHTS TO TERMINATE THE AGREEMENT, AND THE AGREEMENT MAY NOT OTHERWISE BE TERMINATED BY EITHER PARTY.

12.2. Effect of Termination. Upon any termination of the Agreement for any reason, subject to any continuing Customer financial obligations under the Agreement, all Orders and SOWs shall immediately terminate. In the event that the Agreement is terminated by Customer under and in accordance with clause (a) or (b) – or by Reseller under clause (c), (d), or (e) – of Section 12.1 (Exclusive Termination Rights), Customer shall be relieved of its Subscription Commitment for any post-termination period, and, except to the extent otherwise expressly agreed in writing by the Parties, Reseller shall refund any amounts un-used and pre-paid for Ordered 8x8 SaaS Services for any such period. For clarity, (a) no other termination of the Agreement shall relieve Customer of such commitment (which shall survive any such termination) or entitle Customer to any refund and (b) in no event shall termination or expiration of the Agreement relieve Customer of its obligation to pay any amount incurred thereunder prior to such termination or expiration.

13. INDEMNIFICATION

Except to the extent otherwise expressly agreed in writing by the Parties, Reseller shall (a) defend Customer, its Affiliates, and their personnel (collectively, the "**Customer Parties**") from and against any Indemnified IP Claim threatened or brought against any of them by any third party and (b) indemnify and hold harmless the Customer Parties against any damages, attorneys' fees, defense costs, and other losses (collectively, "**Losses**") payable by them pursuant to the adjudication or settlement of any Indemnified IP Claim. Customer shall (i) defend Reseller, its Affiliates, their Partners, and their personnel (collectively, the "**Reseller Parties**") from and against any action, claim, demand, suit, investigation, inquiry, or proceeding (each a "**Claim**") threatened or brought against any of them by any third party that arises out of or results from Customer's Content or any actual or alleged breach of the Agreement by Customer and (ii) indemnify and hold harmless the Reseller Parties against any Losses payable by any of them pursuant to the adjudication or settlement of any such Claim. An indemnified party shall (1) provide the indemnifying Party (and, where the indemnified party is a Customer Party, provide 8x8) prompt notice upon becoming aware of such a Claim, (2) permit the indemnifying Party to have sole and exclusive control over the defense and settlement of any such Claim, if it elects, and (3) provide reasonable assistance to the indemnifying Party in connection therewith; provided that the indemnifying Party shall not enter into any settlement agreement that would result in any payment or other obligation, or restriction on the business of, the indemnified party without its prior written consent.

14. EXCLUSIONS AND LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, (a) IN NO EVENT SHALL RESELLER BE LIABLE UNDER THE AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR COVER DAMAGES; LOSS OF PROFITS, REVENUES, OR GOODWILL; OR LOSS OR INTERRUPTION OF BUSINESS, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE AND (b) THE MAXIMUM LIABILITY OF RESELLER UNDER THE AGREEMENT, WHETHER ARISING FROM A THEORY OR CLAIM OF BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAYABLE UNDER THE AGREEMENT FOR THE TWELVE- (12-) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT WHERE THE PARTIES HAVE AGREED TO A LOWER LIMITATION OF LIABILITY, SUCH LOWER LIMITATION WILL APPLY. THE FOREGOING EXCLUSION AND LIMITATION SHALL APPLY REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND ON A CUMULATIVE (RATHER THAN PER-INCIDENT) BASIS. THE PARTIES AGREE THAT (i) THE FOREGOING EXCLUSION AND LIMITATION ARE INTENDED TO ALLOCATE RISK AMONG THE PARTIES

UNDER THE AGREEMENT AND COMPRISE AN ESSENTIAL PART THEREOF, (ii) THE PARTIES RELIED ON SUCH EXCLUSION AND LIMITATION IN ENTERING INTO THE AGREEMENT, AND (iii) THE PRICING FOR THE ORDERED PRODUCTS WOULD HAVE BEEN SUBSTANTIALLY HIGHER IN THE ABSENCE OF SUCH EXCLUSION OR LIMITATION.

15. MISCELLANEOUS

15.1. Notices. Any notice to be provided under the Agreement shall be provided as follows:

- (a) **to Customer** – via any of the following methods: (i) email to the email address specified by Customer in connection with its initial order of Services, (ii) personal service, overnight courier, or US certified mail (return receipt requested and postage prepaid) (collectively, “**Delivery**”) to any postal address provided by Customer in connection with such order, or (iii) such additional method agreed to in writing by the Parties,
- (b) **to Reseller** – via (i) the method and to the address(es) specified for notices to Reseller in the Agreement or (ii) if no such method and address(es) are specified therein, via Delivery to the physical address specified for Reseller in connection with the first Order, and
- (c) **to 8x8** – via email to claims@8x8.com (for notices of Claims or termination) or notice@8x8.com (for all other notices) or via Delivery to “8x8, Inc., Attn: Customer Service, 2125 O’Nel Drive, San Jose, CA 95131”.

Reseller or 8x8 may change any of its designated notice addresses via notice to Customer, and Customer may change any of its designated notice addresses via notice to both Reseller and 8x8. For avoidance of doubt, only 8x8 may change its designated notice address. Notices shall be deemed effective and received as follows: (i) **via Email** – the first business day after the date sent (without any undeliverable notification being returned), (ii) **via Personal Service** – the first business day after the date delivered to the noticed party, (iii) **via Overnight Courier** – the first business day after the date delivered to the overnight courier, and (iv) **via US Certified Mail** – the fifth (5th) day after the date sent. Any notice or notification provided to Customer by 8x8 in accordance with this Section 15.1 (Notices) shall satisfy any requirement under these Terms for Reseller to provide that type of notice or notification (as applicable) to Customer.

15.2. Governing Law; Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws of California, without regard to its choice or conflicts of law rules. Except to the extent otherwise expressly agreed in writing by the Parties, the Parties agree to submit to the jurisdiction of the state and federal courts within Santa Clara County, California (which jurisdiction shall be exclusive if Customer is domiciled in the US) and waive any objection as to venue or inconvenient forum in such courts.

15.3. Force Majeure. Neither Party shall be considered in breach of, or have any liability under, the Agreement as the result of any failure or delay in such Party’s performance thereunder caused by events beyond such Party’s reasonable control, including without limitation act of God; fire, flood, hurricane, earthquake, tsunami, or other natural disaster; riot; war; terrorism; government action or intervention; embargo; strike; destruction of facilities; late or failed delivery by suppliers; unavailability of power or Internet services; or network or carrier issues, *provided* that the foregoing shall not apply to either Party’s payment obligations under the Agreement.

15.4. Entire Agreement; Amendment. The documents comprising the Agreement constitute the entire agreement between the Parties in respect of the Ordered Products and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to thereto. The Agreement may not be amended, except via both Parties’ execution of a written amendment thereto or as otherwise expressly provided in these Terms or the Agreement, provided that, for avoidance of doubt, these Terms may be amended only as set forth in Section 8 (Change in Terms). In no event shall the terms of any purchase order or similar document delivered by or on behalf of Customer or its Affiliate to Reseller in connection with the Agreement (to which Reseller hereby objects) become part of, apply to, or modify or supersede the terms of the Agreement.

15.5. Severability. If any provision of the Agreement is deemed illegal, invalid, or unenforceable, in whole or in part, under applicable Law, the Agreement shall be deemed amended as and to the extent necessary to render its terms valid, enforceable under applicable Law, and, to the greatest extent possible, consistent with the Parties’ original intent.

15.6. Waiver. Except to the extent expressly otherwise provided in these Terms, (a) either Party’s failure to exercise or enforce any right or remedy under the Agreement shall not constitute a waiver of such right or remedy and (b) no waiver of any right or remedy shall be enforceable against a Party unless in writing and otherwise conforming with these Terms.

15.7. Assignment; Binding Effect. The Agreement shall be binding upon the Parties’ heirs, successors, and permitted assigns. Customer may not assign the Agreement or assign its rights or delegate its obligations thereunder, in whole or in part, except (a) (to the extent in connection with a bona fide sale of Customer or substantially all of its assets to a third party) with ten (10) days’ prior notice to Reseller and 8x8 or (b) with Reseller’s prior express written consent. In connection with any such

proposed or actual assignment or delegation by Customer, Customer shall provide such information and documentation concerning the assignee or delegee as Reseller might reasonably request, and Customer shall remain jointly liable for the obligations of such assignee or delegee. For the avoidance of doubt, Reseller may assign its rights and/or delegate its obligations under the Agreement, in part or in full, to 8x8 or one or more of 8x8's Affiliates.

15.8. No Third-Party Beneficiaries. Except as expressly stated in the Agreement, the Agreement is intended for the sole benefit of, and shall only be enforceable by, Customer and Reseller and their permitted assigns. Without limiting the foregoing, Reseller shall have no obligation or liability hereunder to any Agent or other end user of the Ordered 8x8 SaaS Services.

15.9. Document Execution/Acceptance. Use of DocuSign, or any other widely-used method of verifiable electronic signature and delivery, shall be a valid method of execution and/or delivery of all documents under the Agreement. Any document or other content related to or proposed for addition to the Agreement that is prepared by Reseller or its Partner and sent to Customer for acceptance via completion of an electronic "click-through," "click to accept," or similar process shall be deemed accepted and entered into by Customer upon Customer's completion of such process.

15.10. Interpretation. The headings in the documents comprising the Agreement are solely for the convenience of reference and shall not be given any effect in the construction or interpretation of thereof. References in the Agreement to a web address (URL) shall be deemed to include (a) any subpages that are accessible through one or a series of clearly-labelled hyperlinks and (b) such successor sites as may be designated by the owner or controller of the web site.

15.11. Survival. Sections 1.4 (Relationships Among Reseller, Customer, and 8x8), 1.5 (Applicability Throughout the Access Period), 2.3.1 (Customer Subscription Commitment), 13 (Indemnification), and 14 (Exclusions and Limitations of Liability) shall survive termination or expiration of the Agreement, as shall any other provision that by its nature is intended to so survive.

15.12. Definitions. When used in these Terms, the following capitalized terms shall have the following meanings:

"Affiliate" – an entity that directly/indirectly controls or is controlled by or under common control with the applicable person.

"Agent" – an individual authorized to use, administer, or perform actions with respect to Ordered 8x8 SaaS Services through Customer's account (as an agent, administrator, or otherwise), as identified through a unique log-in.

"Documentation" – user manuals and technical documentation related to the 8x8 SaaS Services posted to www.8x8.com or otherwise made available by 8x8 to customers of 8x8 or its Resellers from time to time, but excluding marketing or promotional materials.

"Indemnified IP Claim" – a Claim alleging that the 8x8 SaaS Services, as used in accordance with the Agreement and the Documentation, infringe any patent, trademark, or copyright enforceable under the laws of the Primary Market or the European Community, excluding any Claim based upon: (a) the combination, operation, or use of 8x8 SaaS Services with any non-8x8 product, device, service, or software; (b) the alteration or modification of 8x8 SaaS Services other than by 8x8 or its authorized subcontractors; or (c) 8x8's or its Partner's alteration or modification of 8x8 SaaS Services at Customer's request.

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

"Regulatory Fees" – monthly fees (which are not Service Fees, Taxes, or government-imposed charges), including Emergency Services Fees (or E911 Service Fee in the US) and Regulatory Recovery Fees (in the US), charged by Reseller or its Affiliate for each number (including without limitation toll free and virtual numbers) associated with telephony Ordered 8x8 SaaS Services, to offset costs incurred by Reseller or its Affiliates or Partners in complying with inquiries from, and obligations imposed on them by, regulatory bodies and/or governmental agencies.

"Service Fees" – the base recurring fees for Ordered 8x8 SaaS Services.

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

8x8 VIRTUAL OFFICE AND VIRTUAL CONTACT CENTER REGIONAL TERMS FOR 8x8 RESELLER CUSTOMERS

A. Applicability and Definitions. These 8x8 Virtual Office and Virtual Contact Center Regional Terms for Reseller Customers (these “**Regional Terms**”) shall apply solely with respect to Ordered Products provided to a Customer location (as identified by a physical address specified in the Agreement) (each a “**Customer Location**”) in the US, Australia, or Canada, except to the extent that one or more particular countries or regions are expressly referenced with respect to a provision of these Regional Terms, in which case such provision shall apply solely with respect to Ordered Products, if any, provided to a Customer Location in the referenced country(ies) or region(s)). Capitalized terms used and not defined in these Regional Terms shall have the meanings assigned to them in the 8x8 Virtual Office and Virtual Contact Center Service Terms for 8x8 Reseller Customers into which they are incorporated (the “**Terms**”).

B. Numbers and Porting. Subject to the following requirements and limitations, Reseller shall support number portability under applicable Law for Ordered 8x8 SaaS Services that involve telephone numbers (including codes) that are provided to Customer by Reseller or its Affiliate or Partner in connection with such Ordered 8x8 SaaS Services (“**Reseller Numbers**”) or telephone numbers that are ported into Reseller or its Affiliate or Partner by Customer in connection with such Ordered 8x8 SaaS Services (“**Ported-In Numbers**”):

- **Availability of Porting** – In the US and Canada, portability is dependent upon the cooperation of third parties not under the control of Reseller and applicable laws and regulations concerning the geographic relevance of local exchange area service, where applicable. Outside of the US and Canada, number portability may be unavailable (and thus Customer may not be able to port numbers into or out of Reseller or its Affiliate or Partner when transferring service to or from Reseller or its Affiliate) under certain circumstances (e.g., the absence of any porting agreement between Reseller or its relevant Partner and the relevant carrier).
- **Number Port-Ins** – Where Customer wishes to port numbers in to Reseller or its Affiliate or Partner from another provider (the “**Donor Provider**”), Customer authorizes Reseller and the relevant Affiliate(s) and Partner(s) to have the numbers routed by Reseller or such Affiliate(s) and Partner(s) (instead of the Donor Provider) and to forward appropriate details of Customer’s porting application.
- **Reseller Numbers** – Reseller shall use commercially reasonable efforts to facilitate Customer’s retention of numbers assigned to the Ordered 8x8 SaaS Services during the Effective Period, provided that Reseller Numbers (a) may be changed with reasonable notice to Customer where Reseller or its Affiliate or Partner is so instructed by a regulator or determines in good faith that a third party has a valid claim to such Reseller Number(s) or that such change is required under applicable law and (b) shall belong to Reseller or its Affiliate or Partner (as applicable), and not Customer, and Customer shall have no right to sell, dispose, transfer, or keep Reseller Numbers.
- **Number Port-Outs** – Upon termination of the Agreement or a Reduction, Reseller shall, at Customer’s request, use commercially reasonable efforts to assist Customer to port out the relevant numbers (including both Reseller Numbers and Ported-In Numbers), provided that (a) outside of the US and Canada, Reseller shall have no obligation to port out any Reseller Number where such port out would require the porting out of a larger block of numbers and (b) to the extent permitted by applicable law, and except to the extent otherwise expressly agreed in writing by the Parties, Reseller may charge, and if charged, Customer shall pay, a reasonable administrative fee for each number ported out or attempted to be ported out. Without limiting the foregoing, in the US, \$5.00 (USD) per number shall be considered a reasonable administrative fee for such actual or attempted port-outs.
- **Disclosure to Directory Services** – Subject to any specific requirements in these Regional Terms, Customer consents to Reseller’s or its Affiliate’s or Partner’s disclosure of details of its and its Agents’ numbers to organizations that wish to compile directories or directory enquiry services.

C. Emergency Calling Labels. In the US and Canada, Reseller or its Partner will provide Customer with warning labels regarding the limitations or unavailability of 911 emergency dialing. Customer agrees to place a label on or near each non-mobile telephone or other equipment through which Ordered 8x8 SaaS Services may be utilized or accessed. If additional labels are required, Customer shall request them from Reseller and 8x8.

D. Data Protection in Australia. Subject to the terms of the Agreement and except to the extent otherwise expressly agreed in writing by the Parties, Reseller will handle any “personal information”, as defined in the *Privacy Act 1988* (Cth) as amended from time to time, that Customer submits to Reseller via any Ordered 8x8 SaaS Services provided to a Customer Location in Australia (“**Australia Personal Information**”) only in accordance with Reseller’s privacy policy that applies to its customers of the 8x8 SaaS Services (the “**Privacy Policy**”), or as otherwise permitted or required by law. Reseller shall (a) take reasonable steps to protect

Personal Information from misuse, interference, unauthorized access, modification, or disclosure and (b) not use Personal Information, except to provide the Services or Ordered Equipment or otherwise perform its obligations under the Agreement; as set forth in the Privacy Policy; or as otherwise permitted or required by law.

E. Reverse Charge of GST in Australia. Except to the extent otherwise expressly agreed in writing by the Parties, (a) the prices set forth in the Agreement are exclusive of any goods and services tax (GST) payable by Customer, the Parties agree to account for Australian GST on Ordered Products provided to a Customer Location in Australia in accordance with the reverse charge provisions of Division 83 of the A New Tax System (Goods and Services Tax) Act 1999 and confirm that such Ordered Products are provided to Customer and not to a resident agent, and Reseller confirms that, in providing the Ordered Products, Reseller does not have a permanent establishment, nor does it provide the Ordered Products through an enterprise that it carries on, in Australia.

F. Data Protection in Canada. Except to the extent otherwise expressly agreed in writing by the Parties, to the extent that the Content, if any, that Customer sends, receives, or stores via Ordered 8x8 SaaS Services provided to a Customer Location in Canada includes “personal information” as defined under the Personal Information Protection and Electronic Documents Act (2000, c. 5) (PIPEDA) (“**Canada Personal Information**”), Reseller shall use and disclose such Canada Personal Information solely (a) for the purpose of fulfilling Reseller’s obligations or exercising Reseller’s rights under the Agreement (which shall, for clarity, include providing, supporting, or enhancing (e.g., performing quality control functions) the 8x8 SaaS Services), (b) as approved in advance in writing by Customer, (c) in accordance with Customer’s instructions, or (d) for the purpose of complying with Laws, including without limitation in response to legal process. To the extent that Customer otherwise submits Canada Personal Information to Reseller via any Ordered 8x8 SaaS Services provided to a Customer Location in Canada, Reseller shall use and disclose such Canada Personal Information solely as set forth in the Privacy Policy.

8x8 VIRTUAL OFFICE AND VIRTUAL CONTACT CENTER USE POLICY

Last Updated: May 16, 2018

- I. **Definitions.** Capitalized terms used and not defined herein shall have the meanings assigned to them in the document to which this 8x8 Virtual Office and Virtual Contact Center Use Policy (this “**Policy**”) applies (the “**Terms**”).
- II. **Scope of Customer Responsibility.** Customer shall be responsible for ensuring compliance with this Policy by the parties specified herein, and any violation of this Policy by any such party shall constitute and be considered a breach hereof by Customer itself. Without limiting the foregoing, Customer shall be responsible and liable for all accessing and/or use of the Ordered SaaS Services or the 8x8 Platform by or on behalf of it, its Agents, or other users of Ordered SaaS Services, other than unauthorized activities resulting from the gross negligence or willful misconduct of 8x8 or its Affiliate or Partner (“**Customer Use**”).
- III. **Determination of Requirements.** Customer shall be solely responsible for determining and familiarizing itself with – and seeking its own legal counsel regarding – all United States, foreign, international, national, state, provincial, territorial, municipal, local, or other laws, regulations, codes, ordinances, treaties, conventions, writs, decrees, resolutions, promulgations, or court or administrative orders or rulings (“**Laws**”); contractual obligations; Foreign Requirements; network/wireless carrier requirements; and industry-standard frameworks (such as the Mobile Marketing Association Guidelines in the case of texting) (collectively, “**Requirements**”) that might apply to Customer Use or the use and/or transport of Ordered Equipment, which such Requirements might include without limitation domestic and/or foreign Laws relating to:
- (i) the import or export of goods, equipment, technologies, data, or other materials;
 - (ii) marketing, solicitation, business practices, or telecommunications or electronic communications (collectively, “**Marketing Laws**”), such as the US Telephone Consumer Protection Act of 1991 (the TCPA) (which significantly restricts telephone solicitations (i.e., telemarketing) and the use of automatic dialing systems, artificial or pre-recorded voice messages, SMS text messages, and facsimile communications) and Canada’s Anti-Spam Legislation (CASL);
 - (iii) privacy, or the security or protection of personal data or other categories of data (“**Data Protection Laws**”); and
 - (iv) surveillance; the monitoring or recording of conversations, communications, or other activities; or wiretapping (“**Monitoring Laws**”), which such Laws may require advance notice or consent for such activities and may be implicated by certain uses or features of the SaaS Services, such as Barge-Monitor-Whisper and Quality Management (which allows certain Agents to monitor other Agents’ computer activities).
- 8x8 shall have no obligation to provide legal advice of any kind to the Customer Parties, and the Customer Parties shall not treat or rely on any statements, communications, or materials of the 8x8 Parties as such.
- IV. **Use Outside of Primary Market.** Because the SaaS Services are nomadic, they are potentially accessible from virtually anywhere in the world, including outside of the Primary Market. While the Terms do not prohibit Customer Use outside of the Primary Market, 8x8 makes no representations, warranties, or guarantees regarding the compliance of Customer Use with prohibitions or restrictions imposed by Law, carriers, ISPs, etc. outside of the Primary Market (“**Foreign Requirements**”), and Customer shall be solely responsible for ensuring compliance therewith, regardless of any consent by 8x8 or its Affiliate to such Customer Use.
- V. **Policy Requirements.** Customer agrees, represents, warrants, and covenants the following:
- (a) **Legal and Other Compliance** – All Customer Use, and all use and transport of Ordered Equipment by or on behalf of Customer or its Affiliate in connection with the SaaS Services, shall comply with all applicable Requirements.
 - (b) **Consents, Etc.** – Customer has obtained all consents, licenses, rights, authorizations, and/or permits and has provided all disclosures and notices/notifications required (including without limitation under Marketing, Data Protection, or Monitoring Laws) for or in connection with Customer Use or related to Registration Information or any personal data therein.
 - (c) **Do-Not-Call List** – To the extent that Customer Use might involve telemarketing, solicitation, or substantial outbound activities, Customer shall maintain and enforce an accurate, comprehensive, and up-to-date internal “do not call” list to prevent contacting parties that do not wish to receive further communications.
 - (d) **No Resale** – Ordered SaaS Services shall not be sold/resold, leased/subleased, licensed/sublicensed, or otherwise made available to any other third party (other than an Affiliate of Customer), and all orders under the Agreement and all Customer Use shall be for Customer’s or its Affiliate’s own internal business use.
 - (e) **Documentation** – All Customer Use shall be consistent with the applicable Documentation.
 - (f) **Order of Equipment** – Customer shall order Ordered Equipment solely for use with Ordered SaaS Services.

- (g) **No Bribery** – Neither the Customer Parties nor any Agent or other user has received or been offered any bribe, kickback, or illegal or improper payment, gift, or thing of value from any 8x8 Party in connection with the Agreement or Ordered Products.
- (h) **Other Prohibited Uses and Activities** – In no event shall Customer Use consist of, involve, promote, or facilitate any:
- (i) fraudulent, criminal, defamatory, harassing, unlawful, or tortious conduct or activity;
 - (ii) transmission of misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value;
 - (iii) transmission, storage, or distribution of any virus, time bomb, Trojan horse, worm, malware, spyware, or similar programs, or files, code, or other materials containing any of the foregoing;
 - (iv) breach, violation, or infringement of any intellectual property, privacy or other right – or misappropriation of the property – of any party;
 - (v) accessing or use of SaaS Services in or from a US embargoed country;
 - (vi) any conduct or activity that might cause 8x8 or any of its Affiliates or Partners to violate any Law.
- (i) **Export Control** – At no point during the Effective Period or any subsequent period during which Customer, its Affiliates, and/or the Agents or other users continue to have access to Ordered SaaS Services (the “**Access Period**”) will any of the foregoing parties be named on any US government denied-party list.
- (j) **Reasonable Business Use** – Ordered SaaS Services shall be used solely for reasonable business use, which, in the case of “unlimited,” “Editions,” or X Series plans, features, or functionalities, shall be limited to three times (3X) the average monthly usage of the same SaaS Services by all customers of 8x8, Inc.
- (k) **Accurate Registration Information** – All Registration Information shall be accurate, current, and complete at all times during the Access Period. Customer shall promptly update Registration Information as needed to ensure its accuracy and shall promptly verify any Registration Information upon reasonable request from 8x8.
- (l) **Use With Supported Devices** – All Customer Use (other than via an 8x8 desktop or mobile application) shall be via equipment then-listed as supported by 8x8 at www.8x8.com/CommunicationsSolutions/Equipment (“**Supported Devices**”) or approved in advance in writing by 8x8 for such Customer Use. Regardless of any such approval, 8x8 shall have no liability for or obligation to support such Customer Use with/through any equipment that is not a Supported Device.
- (m) **Security of Ordered Products** – Customer shall, during the entire Access Period, (i) implement and maintain reasonable and appropriate measures and safeguards to prevent unauthorized access to and/or use of the Ordered SaaS Services and/or the related account(s); data transmitted, received, or stored therein or therethrough; and any equipment used to access any of the foregoing and (ii) promptly provide notice to 8x8 of any such unauthorized access or use or other breach of any of the foregoing (including without limitation any loss or theft of such equipment) and provide such cooperation as 8x8 might reasonably request to address or prevent any such incident. Without limiting the foregoing, Customer shall (1) instruct, train, and oversee all Agents as necessary to ensure that they (yy) choose robust password combinations, change their passwords regularly, and not disclose their passwords except to authorized 8x8 support agents and (zz) perform a “log off” / exit from such accounts at the end of each session of access thereto and (2) not modify the aforementioned equipment in any manner without 8x8’s prior express written consent.
- (n) **SaaS Services Updates and Security** – Throughout the Access Period, Customer, its Affiliates accessing or using Ordered SaaS Services, and the Agents and other users shall (i) promptly install all upgrades, bug fixes, patches, and other corrections relating to the SaaS Services made available by or on behalf of 8x8 or its Affiliates or Partners and (ii) not take any action or omission that might reasonably be expected to (A) disrupt or compromise the integrity or security of any services, platforms, or networks of 8x8 or its Affiliates or Partners, (B) cause material damage to 8x8, its Affiliates or Partners, or any customer of 8x8, its Affiliates, or any their Partners, or (C) compromise the privacy of any such customer.
- (o) **Emergency Services and High-Risk Applications** – THE ORDERED SaaS SERVICES SHALL NOT – AND CUSTOMER UNDERSTANDS THAT THE SaaS SERVICES ARE NOT INTENDED TO – BE USED FOR, ANY APPLICATION (SUCH AS CARRYING AN ALARM SIGNAL) WHERE FAILURE, INTERRUPTION, OR MALFUNCTION MAY REASONABLY BE ANTICIPATED TO RESULT IN BODILY INJURY, LOSS OF LIFE, OR SUBSTANTIAL DAMAGE TO PROPERTY. Customer shall inform Agents and other users and keep them apprised of any limitations of the SaaS Services with respect to contacting emergency services of which 8x8 or its Affiliates or Partners notify Customer.
- (p) **Prohibited Acts** – During the Access Period, neither the Customer Parties nor the Agents or other users shall:

- (i) inspect, possess, use, copy, reverse engineer or attempt to discover the source code of any program or other component of the SaaS Services or 8x8 Platform or any source code used to create any such program or other component, except as expressly permitted by applicable law;
- (ii) attempt to hack or gain unauthorized access to any network, environment, or system of 8x8, its Affiliates or Partners, or any customer of 8x8, its Affiliates, or their Partners;
- (iii) access or use any SaaS Services in order to build a competitive product or for the primary purpose of monitoring its availability, performance, or functionality, or for benchmarking or competitive purposes; or
- (iv) trunk or forward any extensions or numbers associated with the SaaS Services to a private branch exchange or key system or to other numbers that can process multiple calls simultaneously.

(q) Oversight of Agents – Customer shall (i) ensure that each 8x8 Virtual Office extension (other than Conference Extensions) and each log-in associated therewith is accessed and used solely by the Agent then-assigned to such extension, (ii) not designate as an Agent any individual over whom Customer lacks sufficient control (contractual or otherwise) to ensure compliance with this Policy or allow any such individual to access or use Ordered SaaS Services, and (iii) during the Access Period, instruct, oversee, and train the Agents, other users, and its workforce and Partners as necessary to ensure Customer’s compliance with this Policy.