

8x8-CUSTOMER TERMS FOR SUPPLEMENTAL BUNDLED 8x8 CONTACTNOW SERVICES

Last Updated: October 23, 2019

8x8/C - CN-1. Applicability and Conflict. These 8x8-Customer Terms for Supplemental Bundled 8x8 ContactNow Services (these “**8x8-Customer CN Service Terms**”) apply with respect to all 8x8 ContactNow services included in a product bundle with 8x8 Virtual Office (or other resold 8x8 UCaaS) services (e.g., the 8x8 ContactNow elements of X8 or X8e in resold 8x8 Editions services or X5 or X8 in 8x8 resold X Series services) (the “**CN Services**”) ordered and/or provided under the Reseller-Customer Agreement and/or 8x8-Customer Agreement (“**Ordered CN Services**”). In addition to these 8x8-Customer CN Service Terms, the 8x8-Customer Terms for Resold 8x8 Virtual Office and Virtual Contact Center Services (or other version of 8x8-Customer service/business terms that apply to 8x8 Virtual Office (or other resold 8x8 UCaaS) services) (including without limitation any use policy or terms incorporated therein) referenced in the agreement or order document through which Customer subscribed to such services (the “**8x8-Customer VO/VCC Service Terms**”) shall apply with respect to all Ordered CN Services (and the CN Services shall be considered “8x8 SaaS Services” and the Ordered CN Services shall be considered “Ordered 8x8 SaaS Services” under the 8x8-Customer VO/VCC Service Terms), provided that in the event of any conflict between the CN Service Terms and the 8x8-Customer VO/VCC Service Terms, the CN Service Terms shall take precedence and control. Capitalized terms used and not defined herein shall have the meanings assigned to them in the 8x8-Customer VO/VCC Service Terms.

8x8/C - CN-2. Identification of Customer; Outbound Content. Customer acknowledges and agrees that 8x8 may, in connection with requests from third parties that Customer has actually or purportedly contacted via Ordered CN Services, identify Customer and/or provide its company details to such parties. Within five (5) days of 8x8’s request in connection with its efforts to determine compliance with the 8x8-Customer Agreement, Customer shall provide to 8x8 copies of any content uploaded to the Ordered CN Services for outbound transmissions therethrough and/or actually transmitted to recipients therethrough.

8x8/C - CN-3. Continued Account Availability. Upon termination of Ordered CN Services, 8x8 shall, for a period of at least sixty (60) days following the effective date of such termination, provide Customer with access to the relevant Customer account(s) solely as required to allow, and solely for the purpose of allowing, Customer to export and/or retrieve any of its data that it has stored in such accounts. For avoidance of doubt, any data stored via the Ordered CN Services or related accounts or elements thereof may be deleted and/or unavailable after such period.

8x8/C - CN-4. Emergency Services. Customer acknowledges and agrees that the CN Services are an “over-the-top” call-routing software solution that is integrated with, and dependent upon, Customer’s underlying telephony services (whether provided by 8x8 or otherwise). AS SUCH, CALLS TO EMERGENCY SERVICES CANNOT BE MADE WITHIN THE ORDERED CN SERVICES AND CUSTOMER MUST ENSURE THAT CALLS TO EMERGENCY SERVICES ARE SECURED THROUGH SEPARATE TELEPHONY SERVICES.

8x8/C - CN-5. No Protected Health Information; HIPAA Disclaimer. The CN Services are not designed, intended, or approved to be used for the collection, transmission, or storage of “protected health information,” as defined under the Health Insurance Portability and Accountability Act of 1996 or any other similar Law or any regulation promulgated thereunder (collectively “HIPAA”). Customer represents and warrants that it will not use the Ordered CN Services, or allow them to be used, for such purposes. 8x8 EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE CN SERVICES COMPLY OR WILL COMPLY WITH HIPAA OR WILL RENDER ANY PARTY COMPLIANT WITH HIPAA OR ANY OTHER SIMILAR LAW. 8x8 does not agree to act as the “business associate” or “subcontractor” (as those terms are defined under HIPAA), or any similar role under HIPAA, of Customer or any other party with respect to the Ordered CN Services. Notwithstanding anything to the contrary in the 8x8-Customer Agreement or any business associate or similar agreement between Customer and 8x8 (including without limitation any such agreement relating to 8x8 Virtual Office (or other resold 8x8 UCaaS) or 8x8 Virtual Contact Center (or other resold 8x8 CCaaS) services), in no event shall any such agreement apply to the Ordered CN Services (or 8x8’s provision thereof) or any data collected, transmitted, or stored therethrough.

8x8/C - CN-6. Number Porting. Where Customer is provided with a telephone number (including a code) as part of the Ordered CN Services (a “**CN Number**”), that CN Number shall belong to 8x8, and Customer shall have no right to sell, dispose, retain, port out, or transfer it. 8x8 reserves the right to change, cancel, move, and/or (upon termination of Ordered CN Services) retrieve any CN Number from Customer’s account(s) in 8x8’s sole discretion and at any time without liability or obligation to Customer.