

# SUPPLEMENTAL BUNDLED 8X8 CONTACTNOW SERVICE TERMS FOR 8X8 RESELLER CUSTOMERS

Last Updated: September 3, 2019

**CN-1. Applicability and Conflict.** These Supplemental Bundled 8x8 ContactNow Service Terms for 8x8 Reseller Customers (these “**CN Service Terms**”) apply with respect to all 8x8 ContactNow services included in a product bundle with 8x8 Virtual Office services (e.g., the 8x8 ContactNow elements of X8 or X8e in 8x8 Editions or X5 or X8 in 8x8 X Series) (the “**CN Services**”) ordered under the Agreement (“**Ordered CN Services**”). In addition to these CN Service Terms, the 8x8 Virtual Office and Virtual Contact Center Service Terms for 8x8 Reseller Customers (or other version of service terms that apply to resold 8x8 Virtual Office services) (including without limitation any use policy or terms incorporated therein) referenced in the agreement, order, or other document(s) through which Customer subscribed to such services (the “**VO/VCC Service Terms**”) shall apply with respect to all Ordered CN Services (and the CN Services shall be considered “8x8 SaaS Services” or “Subscription Services” (as applicable) and the Ordered CN Services shall be considered “Ordered 8x8 SaaS Services” under the VO/VCC Service Terms), provided that in the event of any conflict between the CN Service Terms and the 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 VO/VCC Service Terms.

**CN-2. Rates and Calculation of Charges; Unused Minutes.** Customer shall be responsible for, and shall pay in accordance with the payment terms of the VO/VCC Service Terms, any applicable usage charges of the sort set forth at the time of such usage at <https://www.8x8.com/terms-and-conditions/contactnow-usage>, which shall additionally set forth certain rules that apply to calls via the Ordered CN Services and the tabulation thereof. Any monthly allotted minutes for Ordered CN Services that are not used as of 11:59 pm Pacific Time on the last day of the calendar month during which they were applied shall expire at such time.

**CN-3. Identification of Customer; Outbound Content.** Customer acknowledges and agrees that Reseller and/or its Partners 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 Reseller’s or 8x8’s request in connection with the efforts of either of the foregoing to determine compliance with the Agreement, Customer shall provide to Reseller or 8x8 (as applicable) copies of any content uploaded to the Ordered CN Services for outbound transmissions therethrough and/or actually transmitted to recipients therethrough.

**CN-4. Continued Account Availability.** Upon termination of Ordered CN Services, Reseller 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.

**CN-5. 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 Reseller, 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.

**CN-6. 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. RESELLER 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. Neither Reseller nor its Partners 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 Agreement or any business associate or similar agreement between Customer and Reseller or 8x8 (including without limitation any such agreement relating to 8x8 Virtual Office or 8x8 Virtual Contact Center services), in no event shall any such agreement apply to the Ordered CN Services (or Reseller’s or 8x8’s provision thereof) or any data collected, transmitted, or stored therethrough.

**CN-7. 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 Reseller or its Partner (as applicable), and Customer shall have no right to sell, dispose, retain, port out, or transfer it. Reseller and its Partners reserve the right to change, cancel, move, and/or (upon termination of Ordered CN Services) retrieve any CN Number from Customer’s account(s) (or to cause any of the foregoing to occur) in Reseller’s or its Partner’s sole discretion and at any time without liability or obligation to Customer.