

8x8 UCAAS/CCAAS USE POLICY

Version: August 30, 2023

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

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

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

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

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

- (a) **Compliance** – All Customer Use and use and transport of Ordered Equipment shall comply with all applicable Requirements.
- (b) **Consents, Etc.** – Customer has obtained all consents, licenses, rights, authorizations, and/or permits, and provided all disclosures and notifications, required for or in connection with Customer Use.
- (c) **Do-Not-Call List** – If Customer Use involves telemarketing, solicitation, or substantial outbound activities, Customer shall maintain and enforce an accurate, current, and comprehensive “do not call” list to prevent contacting applicable parties.
- (d) **No Resale** – Ordered SaaS Services shall not be sold/resold, leased/subleased, licensed/sublicensed, rented, time-shared, or otherwise made available other than to Customer Affiliates, and all Customer Use shall only be for Customer’s or its Affiliate’s internal business use.
- (e) **Documentation** – All Customer Use shall be consistent with the applicable Documentation.
- (f) **Equipment** – Customer shall order Ordered Equipment solely for use with Ordered SaaS Services.
- (g) **No Bribery** – Neither the Customer Parties nor Users of Ordered SaaS Services have received or been offered a bribe, kickback, or illegal or improper thing of value from any 8x8 Party in connection with the Agreement.
- (h) **Other Prohibited Uses and Activities** – Customer Use shall not involve, promote, or facilitate any: (i) fraudulent, criminal, defamatory, harassing, harmful, misleading, threatening, unlawful, or tortious conduct; (ii) transmission of misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value; (iii) transmission, storage, or distribution of any materials containing any virus, time bomb, Trojan horse, worm, malware, spyware, adware, cancel bot, or similar programs, files, or code; (iv) misappropriation of 8x8’s or a third party’s property, or infringement of 8x8’s or a third party’s property, intellectual property, privacy, or other rights; (v) accessing or use of SaaS Services in or from a US-embargoed country; or (vi) conduct that could reasonably cause the 8x8 Providers to violate any Law.
- (i) **Export Control** – Neither the Customer Parties nor the Users of Ordered SaaS Services shall be on any US government-denied party list during any period when they can access or use the Ordered SaaS Services (the “**Access Period**”).

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

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

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

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

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

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

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

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

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

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

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