



8x8 ICA SERVICE TERMS

2025-02

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

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

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

Voice ICA Services and digital ICA Services are separate functionalities requiring separate implementation. ICA Services voice functionality pricing only includes essential components consisting of ICA Services voice connectivity and voice gateway, Speech to Text (STT), and Text to Speech (TTS) capabilities. Additional charges apply for any add-on functionality, including without limitation generative AI (e.g., Chat GPT/LLMs) or language translation services. Usage pricing for individual ICA Services functionalities is as set forth in your Order.

Definitions:

- “**ICA Services**” – the ICA Conversational AI platform product (digital and/or voice) powered by Cognigy.
- “**Channel**” – a single endpoint for interacting with a virtual agent in the ICA Services. Each ICA Services functionality (e.g., voice or digital) may have one or more endpoints that are each considered a separate Channel for purposes of counting Conversations. For example, if you have 2 digital endpoints, that is considered 2 separate Channels. If you add on a single voice endpoint to that example, it would be considered 3 separate Channels.
- “**Conversation**” – for ICA Services digital and voice functionalities, a Conversation is a Session with one ICA User on one Channel during a 24-hour period with a maximum of 50 ICA User Inputs per Conversation (i.e., after 40 ICA User Inputs a new Conversation begins). Additionally, for ICA Services voice functionality, parameters applicable for Conversation tracking are counted on a call-by-call basis (i.e., call initiation to termination). For a Conversation involving speech-enabled interactive voice response (e.g., speech-enabled directory services), a Conversation is counted as 5 or less total turns exchanged between a User and an ICA bot. A turn is counted as one User Input exchanged between a User and an ICA bot (e.g., a User sending a voice message to an ICA bot counts as one turn and a response provided to the User by the ICA bot counts as a second turn and so on).
- “**ICA User**” – a unique user or system, tracked by a user ID on the ICA Services.
- “**ICA User Input**” – a message (text and/or (voice) data) received by ICA Services from an ICA User.
- “**Session**” – a virtual agent session of an ICA User via a single Channel, tracked by a session ID on the ICA Services.

Examples:

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

- (2) Quarterly Bundle Intervals. You order ICA Services for a 36-month ICA Subscription Period consisting of 12 three-month Bundle Intervals, with 3,000 Bundled Conversations per Bundle Interval. If you use more than 3,000 Conversations during a Bundle Interval, 8x8 will charge you Overage usage at the stated rate in your Order.
- (3) Annual Bundle Intervals. You order ICA Services for a 36-month ICA Subscription Period consisting of 3 twelve-month Bundle Intervals, with 12,000 Bundled Conversations per Bundle Interval. If you use more than 12,000 Conversations during a Bundle Interval, 8x8 will charge you Overage usage at the stated rate in your Order.
- (4) Month-to-Month Services. You order ICA Services for a one-month ICA Subscription Period consisting of a single one-month Bundle Interval, with 1,000 Bundled Conversations per Bundle Interval. If you use more than 12,000 Conversations during a Bundle Interval, 8x8 will charge you Overage usage at the stated rate in your Order.