



ReferTo8 Terms and Conditions

(Effective: April 1, 2025)

The following terms and conditions ("**Terms**") apply to 8x8's ReferTo8 customer referral program ("**ReferTo8**").

With ReferTo8, eligible individuals in the U.S. can earn cash rewards by submitting sales leads that turn into successful deals with qualifying licenses, as further described below and subject to these Terms.

1. **Rewards.** Referrers will be entitled to receive Rewards for licenses of [the eligible product SKUs listed here](#) ("**ReferTo8 SKUs**" listed in the "**ReferTo8 SKU List**") that are purchased in a Qualified Deal resulting from a Qualified Lead. For each individual license, 8x8 will pay to Referrer the applicable reward stated in the ReferTo8 SKU List, subject to any minimum license counts or maximum payouts stated therein (collectively, "**Rewards**"). For a Referrer to be eligible to receive Rewards for a given SKU, the SKU must appear in the ReferTo8 SKU List at both the time the Qualified Lead is registered and the end of the Qualifying Period.
2. "**Qualified Leads**" are sales leads ("**leads**") of prospective new customers to 8x8 properly registered by Referrers on the 8x8 Advocate Platform that are not already associated with an active sales opportunity in 8x8's lead management systems (as confirmed by 8x8).
 - a. To be properly registered, a submitted lead must be complete, accurate, and submitted in accordance with all 8x8-provided instructions, and must not be for a current 8x8 customer, whether direct or indirect (e.g. resale).
 - b. If multiple Qualified Leads are registered for the same prospective new customer, only the Referrer of the first-in-time Qualified Lead (as confirmed by 8x8) will be eligible to earn and receive Rewards for the resulting Qualified Deal.
 - c. Leads that are generated by a script, macro, or other automated source are prohibited.
 - d. Upon submission to 8x8, all leads will become the sole and exclusive property of 8x8 and will not be returned to Referrer.
3. "**Qualified Deals**" are direct closed-won sales deals with 8x8 that (1) result from Qualified Leads, (2) are memorialized in the new 8x8 customer's initial order with 8x8, and (3) meet any minimum license counts stated in the ReferTo8 SKU List, subject to the below exclusions.
 - a. The following are excluded as Qualified Deals: Deals with resellers of 8x8, deals registered to a sales agent in 8x8's systems, customer upgrades from Fuze to 8x8, transitions from a service agreement with an 8x8 reseller to a direct agreement with 8x8, ramp-up or step-up deals, and deals with special customer terms that alter the economics.

For purposes of ReferTo8 (including in these Terms), after the closing of a Qualified Deal, the applicable Qualified Lead is referred to as a "**Referred Customer**".

4. **Eligible Referrers.** To be eligible to receive Rewards under ReferTo8, at both the time the Qualified Lead is registered and the Rewards are paid, the "**Referrer**" must:
 - a. Be domiciled in the U.S. and at least 18 years of age;
 - b. Be validly registered for ReferTo8 through the 8x8 Advocate Platform, including by having submitted to our third-party program partner Impact.com ("**Impact**") complete and accurate contact information and Internal Revenue Service W-9 tax form; and
 - c. Meet all of the requirements set forth in these Terms, including additional eligibility and other requirements set forth below in Section 7 (Referrer Roles and Responsibilities).
5. **Earning and Payment.** Rewards will be earned and paid following the later of the date that (1) is 90 days following the applicable Qualified Deal's order start date, and (2) the Referred Customer completes its first payment to 8x8. The period between the date of submission of the Qualified Lead and the date described in the immediately preceding sentence is the "**Qualifying Period**".
 - a. Rewards amounts in respect of a Qualified Deal are calculated based on the number of licenses of ReferTo8 SKUs ordered in that are active at the end of the Qualifying Period (i.e. net of any cancellations or downturn), *provided*

that only license quantities purchased in the Referred Customer's initial order are Rewards-eligible. (License quantities purchased in add-on orders are not Rewards-eligible, even if purchased within the Qualifying Period.)

- b. The Referred Customer must be in good standing and current in payment at the end of the Qualifying Period.
 - c. Rewards will be paid to one Referrer per Referred Customer (please see Section 2(b) above).
 - d. All payments are managed and made by Impact, via check or deposit via ACH, bank transfer, or other payment method in Impact's discretion.
 - i. Payments will be made within 30 days following the end of the Qualifying Period.
 - ii. All currency referenced in these Terms is in U.S. Dollars (USD). All Rewards will be paid in USD.
6. **Taxes and Costs.** Referrer is solely responsible for all applicable local, national, state, federal, and foreign taxes associated with the Rewards and payment thereof. Additionally, Referrer is solely responsible for any and all costs and expenses Referrer incurs in relation to or arising out of participation in ReferTo8.
7. **Referrer Roles and Responsibilities.**
- a. **Independent Contractor.** Referrer is an independent contractor and is not an authorized reseller or sales agent of 8x8 services. Nothing in these Terms will be construed to create any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party has authority to bind the other party in any manner, and neither party has rights in, or is entitled to share in, the other's revenues, profits, or losses.
 - b. **Privacy.** By submitting a lead to 8x8, Referrer represents and warrants that (1) they have reviewed 8x8's Privacy Policy (available at <https://www.8x8.com/terms-and-conditions/privacy-policy>), which sets out how 8x8 handles Referrer's information; and (2) they have received prior express written consent of the company, or individual representing a company, included in the lead to disclose the contact's name and business contact information to 8x8. Referrer acknowledges and agrees that 8x8 may disclose to any party the fact that 8x8 received the lead information from Referrer.
 - c. **Referrer Conduct.** Referrer will at all times (1) comply with all applicable laws and regulations; (2) deal with current, prospective, and former 8x8 customers with integrity, honesty, fairness, and professionalism; (3) conduct themselves in a manner that reflects favorably and positively on 8x8 and 8x8's services, affiliates, and partners, and not disparage or discredit any of the foregoing or their reputations or images; and (4) provide such assistance and cooperation as 8x8 may reasonably request in connection with its efforts to pursue the leads submitted by Referrer. Referrer will not (A) make any representations, warranties, commitments, promises, guarantees, or assurances to prospective, current, or former customers of 8x8 on behalf of 8x8; (B) make any claims regarding any 8x8 services beyond those made by 8x8 in the documentation relating to 8x8 services available at www.8x8.com (or such successor site as designated by 8x8); (C) misrepresent the nature, scope, functionality, compliance/non-compliance, or capabilities of any 8x8 services; or (D) take any action to undercut or directly compete with 8x8's marketing, promotional, or sales initiatives, campaigns, or programs, including bidding on paid online or search engine (including mobile) search terms or keywords relating to 8x8's trademarks or branding. 8x8 may cease to offer ReferTo8 to any Referrer (including cancelling payment of earned Rewards) where 8x8, in its sole discretion, suspects or otherwise determines that (i) Referrer has committed fraud or abuse; (ii) Referrer has breached these Terms; or (iii) it would be illegal, unethical, or otherwise a violation of law, statute, regulation, or 8x8's code of business conduct or policies.
 - d. **Social Media Posts.** If Referrer posts on any social media (e.g. LinkedIn, Facebook, X) in connection with ReferTo8, Referrer will include, and not delete, any disclosure that the 8x8 Advocate Platform or other 8x8 website automatically creates for the post Referrer is making, and, in the event that no such disclosure is automatically generated, Referrer will include an appropriate disclosure that it is a paid advertisement or endorsement (e.g. "This is a paid endorsement", "#paidad", or "#ad") in any social media posts Referrer makes in connection with ReferTo8. Referrer is responsible for ensuring that social media posts comply with the terms of use of the site.
 - e. **Conflicts of Interest.** If Referrer has an economic, fiduciary, or other similar relationship or obligation with or to a company they refer to 8x8, Referrer will make any and all actual or potential conflicts of interest disclosures to such company, including the fact that Referrer may benefit under ReferTo8 from such company's purchase of 8x8 services, that are required by applicable law, statute, regulation, code of conduct, or rule as a result of Referrer's participation in ReferTo8 and/or eligibility to receive or actual receipt of Rewards.
 - f. **Ineligibility.** The following are not eligible to register as a Referrer for or to receive Rewards under ReferTo8: (i) owners, employees, agents, officers, directors, subsidiaries, or affiliates of the referred company or any of its affiliates or subsidiaries; (ii) employees, agents, officers, directors, or elected or appointed officials of any local,

national, state, federal, or international governmental or other public agency, including any legislative, administrative, or judicial agency; and (iii) employees, agents, officers, directors, or contractors of 8x8 or any of its affiliates or subsidiaries, and any and all immediate family members of and/or those living in the same household as any of the foregoing persons ineligible under clauses (i)-(iii) above.

8. 8x8 is not responsible for: (1) leads that are lost, delayed, illegible, misdirected, or incomplete; (2) Referrer's inability to submit a lead through the 8x8 Advocate Platform; (3) lead information that was not captured correctly; or (4) any issues associated with hardware, software, telephone, internet, virus contamination, network issues, human error, electronic malfunctions, or any other technical problem.
9. **Program Changes and Program Rules.** 8x8 may modify or withdraw ReferTo8 (including these Terms and any ReferTo8 documentation) without notice in its sole discretion. Modifications to these Terms will become effective upon posting to the 8x8 Legal Information Hub (8x8.com/legal). 8x8's decisions on the eligibility of Referrers to participate, the interpretation of ReferTo8 rules, Rewards calculations, and any disputes arising from ReferTo8 will be final and binding.
10. **Miscellaneous.**
 - a. ReferTo8 cannot be combined with other 8x8 programs or promotions unless the specific program or promotion is defined as "stackable" with ReferTo8.
 - b. The ReferTo8 SKU List is part of and incorporated into these Terms by reference.
 - c. ReferTo8 (including these Terms and any ReferTo8 documentation) is not part of or incorporated into any 8x8 service agreement, and does not create or affect any rights or obligations thereunder.
 - d. **Notice.** Any notice required under these Terms may be provided by email: (a) *to Referrer*, at the email address provided in connection with Referrer's ReferTo8 registration, and (b) *to 8x8*, at referto8-support@8x8.com. Notices are effective the first business day after the date sent, with no undeliverable notification returned.
 - e. **Assignment.** Neither these Terms, nor any rights, licenses, remedies, obligations, or liabilities granted hereunder to Referrer, may be transferred, assigned, delegated, or novated by Referrer to any other person or entity without 8x8's prior express written consent.
 - f. **Entire Agreement.** These Terms constitute the entire agreement between the parties in respect of their subject matter and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating thereto.
 - g. **Governing Law and Venue.** These Terms and any related disputes will be governed by and construed in accordance with the internal laws of California, without regard to its choice or conflicts of law rules. The parties agree to submit to the exclusive jurisdiction of the state and federal courts within Santa Clara County, California, and waive any objection as to venue or inconvenient forum in such courts.
11. **Additional Definitions.**
 - a. **"8x8":** 8x8, Inc.
 - b. **"8x8 Advocate Platform":** the 8x8 microsite available at <https://referto8.8x8.com>.
 - c. **"Fuze":** Fuze, Inc. and its affiliates.
 - d. **"U.S.":** United States of America.