

8x8 Business Terms and Conditions

Updated 5/24/18

Introductory Note to this Version – Notice of Modification to the 8x8 Business Terms and Conditions

Application of these new terms and conditions. This version of the 8x8 Business Terms and Conditions (the **New Version**) amends the Business Terms and Conditions that apply to all services ordered by customers on and from February 27, 2017. This New Version incorporate various changes as highlighted, with the majority required to comply with the requirements of the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"). These New Terms are amended pursuant to Clause 11.2, and are not considered a Material Change as such term is defined within Clause 11.2.

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Global Terms

1. General

1.1 Acceptance and Application of Terms

These 8x8 Business Terms and Conditions (which, together with the Attachments hereto and all other documents expressly incorporated by reference herein, are referred to throughout as the "**Terms**") form part of a legally binding contract between Voicenet Solutions Limited t/a 8x8, a private company formed under the laws of England and Wales with company number 05083841 ("**8x8**"), and the individual or legal entity in whose name 8x8 agrees to provide Services ("**Customer**", "**You**", or "**Your**"). These Terms, and the Customer Agreement generally, govern your acquisition and use of Services and Equipment from 8x8.

Please read these terms carefully because they affect the legal rights between you and 8x8 by, among other things, (1) limiting 8x8's liability to you; and (2) requiring payment of early termination charges or disconnect fees.

These terms also include (in the regional supplements and elsewhere) important information regarding your access and use of emergency services (i.e., 911 in the United States, 999 in the United Kingdom, etc.), including limitations relative to traditional wireline emergency services.

When you accept these Terms in conjunction with ordering Services (for example, by signing a Service Agreement or Service Order that references these Terms, or clicking a box adjacent to an acknowledgement), or when you access or use the Services after you are notified that these Terms apply to the Services, you agree to be bound by these Terms. If the individual who accepts these Terms is acting on behalf of a company, partnership, association or other legal entity, then that individual hereby represents and warrants to 8x8 that he or she has the authority to bind such entity. **If you do not agree with these terms, you should not confirm your acceptance of the terms, and you should not access or use (or authorise anyone to access or use) the services.**

These Terms shall amend and restate, supersede and replace in their entirety any and all prior versions of the 8x8 Business Terms and Conditions as provided at <https://www.8x8.com/uk/terms-and-conditions>, and shall be effective for all orders for Services pursuant to the introductory Note above.

1.2 Service orders and Service Agreements

Customer may order Services or Equipment from time to time by entering into Service Orders with 8x8, either on a stand-alone basis or pursuant to a Service Agreement (which operates as a framework agreement). Each Service Order or Service Agreement is subject to these Terms (and, where the Customer and 8x8 enter a Service Agreement, any additional and/or modified terms as agreed and specified in such Service Agreement). By entering the Service Agreement or each stand-alone Service Order, Customer establishes a Customer Agreement with 8x8. The Service Agreement or each stand-alone Service Order shall specify the applicable initial contractual term (the "**Initial Term**") for such Service Agreement or stand-alone Service Order. If no term is specified the Initial Term shall be 36 months. All Service Orders entered into pursuant to a Service Agreement shall be coterminous with (i.e., have the same expiration date as) the Service Agreement, unless the Service Agreement or Service Order made under it expressly provides otherwise. Each subsequent Service Order shall be subject to the terms and conditions of, and upon its effectiveness shall become part of, the Customer Agreement. For the avoidance of doubt, all stand-alone Service Orders entered into by the Customer are to be treated as

separate Customer Agreements, and subject to their individual Initial Terms (and Renewal Terms).

1.3 Regional supplements and other attachments

1.3.1 The numbered provisions of this document (together with Attachments 1 to 3) are referred to collectively as the “**Global Terms**”, and form part of the Terms. The Global Terms apply to all customers who enter into Service Orders and/or a Service Agreement with 8x8 pursuant to Clause 1.2, regardless of location. Attachment 4 consists of additional terms and conditions, each of which is referred to as a “**Regional Supplement**”. Each Regional Supplement applies only to the extent Customer has or will have a Customer Location in the country or region specified. The Regional Supplements, including all other Attachments, are available at <https://www.8x8.com/uk/terms-and-conditions> and to the extent not included as attachments to these Global Terms, are incorporated by reference herein.

1.3.2 The Data Protection Appendix at Attachment 5 contains the following information about the Services: subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data and the categories of data subjects and the obligations and rights of the controller. The Data Protection Appendix also includes the security measures that 8x8 has in place to protect Customer Personal Data. To the extent that the Customer has purchased a particular Service, the relevant terms for that Service as set out in the Data Protection Appendix shall apply and such terms shall be made a part of these Terms and incorporated herein by reference. 8x8 may update the Data Protection Appendix from time to time at 8x8's discretion to reflect: (i) the addition of new Services; (ii) the removal of discontinued Services; and/or (iii) (provided always that such changes do not have a material adverse effect on the use of the Service), changes to the security measures in Part B of the Data Protection Appendix.

2. Services

2.1 General

8x8 shall (itself or through one or more of its Affiliates, vendors, subcontractors or other service-providers (each, an “**8x8 Partner**”)) provide the Services ordered by Customer from time to time in accordance with the terms and subject to the terms and conditions of the Customer Agreement.

2.2 Subscription services

2.2.1 General

8x8 hereby grants Customer the non-exclusive, non-transferable (except as provided herein) right to access and use the Subscription Services ordered by Customer from time to time, together with all related components of the 8x8 Platform, during the term of the applicable Service Order (or Service Agreement under which the applicable Service Order is made), for Customer's own internal business purposes, subject to the terms and conditions of the Customer Agreement.

2.2.2 User Limits

Customer's use of Subscription Services is subject to limitations on the number of Agents authorised to use the Services. Unless the Customer Agreement provides otherwise: (a) a specified quantity of Subscription Services in a Service Order limits the number of Agents and

corresponding account logins to the specified quantity; (b) an Agent's login credentials may be used only by the designated Agent until his or her account is reassigned; and (c) an Agent's account login may be reassigned to a new individual only when replacing a previously authorised Agent who will no longer use the Services. Customer may designate as Agents only individuals over whom Customer has sufficient control (contractual or otherwise) to ensure compliance with these Terms, such as employees and consultants.

2.2.3 Customer Requirements

Customer shall be responsible for ensuring that its Internet connection, any local network equipment, hardware and software used in connection with the Services, and all related configurations (collectively, "**Environment**"), adhere to the minimum standards and technical requirements specified in applicable Documentation. Customer agrees to: (a) grant 8x8 access to Customer's personnel, facilities and other resources under Customer's control as 8x8 may reasonably request in order to perform its obligations under the Customer Agreement; (b) allow 8x8, upon reasonable request and subject to compliance with Customer's security policies, to conduct an initial assessment of Customer's network; and (c) make any adjustments to Customer's Environment that 8x8 reasonably determines necessary to satisfy the minimum technical prerequisites specified in the applicable Documentation.

2.3 Implementation services

8x8 shall use commercially reasonable efforts to perform the Implementation Services ordered by Customer as promptly as practicable following Customer's placement of an order or (if applicable) in accordance with the schedule specified in the Customer Agreement. Implementation Services shall be provided remotely unless Customer's Support Plan provides for on-site deployment.

2.4 Professional services

From time to time, Customer may request, and 8x8 may agree to perform, work beyond the scope of the Implementation Services and/or Support Services to be provided by 8x8 under the Customer Agreement. The fees for such additional services ("**Professional Services**") shall be based on 8x8's standard time, material and travel rates, unless the parties agree otherwise in writing. Professional Services and (if required) Implementation Services shall be subject to these Terms and such other terms as the parties may agree in a Statement of Work ("**SOW**"). Customer acknowledges that Professional Services are performed on a reasonable efforts basis, and that 8x8 cannot guarantee a particular outcome or result.

2.5 Technical support

8x8 provides technical support for Services to its customers via telephone, e-mail and web chat. Standard support shall be available during 8x8's regular business hours, which is 8am to 6.30pm GMT/BST, unless otherwise specified in the enhanced Support Plan. Customer shall receive standard Support Services for all Subscription Services free of charge, but may purchase enhanced support through a Support Plan package. 8x8 may charge Customer (at Professional Service rates) for its time and expenses in investigating and attempting to remedy service issues that are (a) related to Unsupported Services or (b) reasonably diagnosed as problems with Customer's Environment rather than the Services.

2.6 Unsupported services

Notwithstanding anything to the contrary herein, neither 8x8 nor any of its designated Affiliates shall be required to provide technical support for, and 8x8 disclaims all service level commitments, representations and warranties as to the performance of, Services that are either

(a) used for a purpose or in a manner inconsistent with the Documentation (for example, as part of an alarm or paging system), (b) used with Unsupported Devices or with supported equipment that does not comply with Clause 6.5; or (c) accessed in an Environment that is unsupported, as acknowledged by the Customer, or for which the Customer has waived a network assessment or failed to make requested adjustments, as contemplated by Clause 2.2.3 above (the Services described in clauses (a) through (c) are referred to collectively as "**Unsupported Services**").

3. Billing and payment

3.1 Billing

Unless the Customer Agreement provides otherwise, monthly Service Fees shall be billed in advance of each month's Service, and call and other usage charges shall be billed in arrears. The billing of (a) Service Fees and other monthly recurring charges; (b) fees for Implementation and Professional Services and other one-time Service charges; and (c) Equipment charges, shipping and related charges, shall commence on the date that is 30 days from the date of Customer's order of Subscription Services, or on the date 8x8 commences the Implementation Services, whichever is earlier. Service Fees for any additional Subscription Services added during a calendar month shall be pro-rated based on the number of days billed during that month.

3.2 Invoice cycle

An initial order invoice will be made available to the Customer through the 'Account Manager' portal shortly after placing an order in respect of such Service Order. Thereafter, invoices shall be made available through the portal on a monthly basis on or around the second day of each calendar month and shall be consolidated with any other Service Orders the Customer may have with 8x8. Where the invoices are made available through Account Manager but the Customer requests the provision of invoices by any other means, the Customer shall be charged an administration charge of £10 per invoice.

3.3 Payment and credit terms

Unless the Customer Agreement provides otherwise, all amounts due and payable under the Customer Agreement shall be payable via direct debit. Payment is due 10 working days from the invoice date unless the Customer Agreement provides otherwise. All Services provided to Customer on credit shall be subject to 8x8's review and approval of Customer's credit, and 8x8, in its reasonable discretion, may discontinue or limit Customer's credit at anytime, require a deposit or bank guarantee, or place a limit on the amount of charges that Customer can incur before making payment. By providing a signed direct debit mandate to 8x8, Customer authorises its bank to pay 8x8 for all amounts due and payable hereunder in respect of the Services and Equipment ordered by Customer, and Customer agrees to notify 8x8 promptly of any change to such information. Unpaid balances are subject to a late payment charge that accrues from the due date at the rate of 3% per annum above the base rate for the time being of the Bank of England or the maximum amount permitted by applicable Law, whichever is less.

3.4 Taxes

Customer is responsible for paying all taxes, levies, imports, duties, charges, fees or similar governmental assessments, including value-added tax ("**VAT**"), sales, use, withholding, public utility or universal service taxes or fees, and (if applicable, emergency services surcharges (i.e., 911, E911, 999, etc.) assessed or assessable by any governmental, fiscal or other authority relating to the sale and provision of Services to Customer and Customer's use of Services (collectively, "**Taxes**"), other than those assessable against 8x8 based solely on its income. 8x8 shall invoice Customer for all such Taxes that 8x8 reasonably believes it has a legal obligation to collect and remit (or in respect of any obligations that 8x8 is permitted to pass on to its customers

in particular jurisdictions, as in the case of universal service fund contributions and similar Taxes) under applicable Law, and Customer shall pay all Taxes so invoiced. Any Taxes set forth in a quote or Service Order shall be calculated by 8x8 in good faith based on the service address or addresses provided by Customer, but shall be nonbinding estimates only. If Customer asserts an exemption from any Taxes, Customer shall deliver to 8x8 a valid tax exemption certificate authorised by the appropriate taxing authority, and Customer shall be liable for any Taxes assessed prior to such delivery. In no event shall Customer make any deduction to any amount payable under the Customer Agreement for or on account of any Taxes and withholdings of any nature imposed by any governmental, fiscal or other authority, except as required by law. If Customer is required by Law to make any such deduction, it will (a) first notify 8x8 of such obligation, (b) furnish 8x8 with receipts evidencing remittance of the money, and (c) pay such additional amounts as are necessary to ensure receipt by 8x8 of the full amount that 8x8 would have received but for the deduction. Customer acknowledges that 8x8 may not invoice or charge value-added, goods and services or similar Taxes in certain jurisdictions that permit reverse charge of such Taxes. Customer shall account for and remit any such Taxes on Services and Equipment in such jurisdictions.

3.5 Disputed charges

Customer agrees to pay all charges due and payable under the Customer Agreement without counter-claim, set-off or deduction, other than amounts disputed in accordance with this Clause 3.5. To dispute a charge, Customer shall provide notice by email to uk-finance@8x8.com within thirty (30) days of the charge, setting forth the amount in dispute and the basis of the dispute in reasonable detail. Failure to so dispute a charge within such 30-day period shall constitute an irrevocable waiver of Customer's right to dispute the charge. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice, in accordance with the procedures set forth in Clause 16.2. If any charges remain in dispute at the end of the 30-day period, Customer shall pay the full amount due within 10 days, otherwise 8x8 may exercise any available remedies for breach (without regard to any further notice requirement or opportunity for cure under these Terms, which shall be deemed waived).

3.6 Third-party services

8x8 may offer to bill and collect payment for services (such as broadband, MPLS, etc.) provided to Customer by a third-party provider pursuant to a separate service contract between Customer and such third-party ("**Third-Party Services**"). Customer authorises 8x8 to bill, collect and remit to the Third-Party Service provider any amounts chargeable for Third-Party Services in accordance with the procedures applicable to Services under this Clause 3. Customer acknowledges that: (a) 8x8 makes no representations or warranties regarding, and shall have no responsibility or liability whatsoever for, Third-Party Services; (b) 8x8 shall not be deemed a reseller of Third-Party Services; and (c) Customer shall look solely to the Third-Party Service provider for any remedies relating thereto.

3.7 Service fee rates; pricing changes

When 8x8 and Customer enter into a Service Order for Customer's initial order of Subscription Services in a country, the Service Fee rates specified in that Service Order establish the pricing for those Subscription Services in that country, and 8x8 shall be entitled to increase such rates and any other recurring charges (other than for Equipment): (a) on each anniversary of the Commencement Date, provided such increase is not greater than the percentage increase in the Retail Prices Index (or such country's equivalent) during the previous 12 months; or (b) where such increase is due to factors outside of 8x8's control, such as currency fluctuations, provided the increase does not, in 8x8's reasonable opinion, cause the Customer to suffer a material detriment (as further described at Clause 11.2). 8x8 may increase Service Fee rates during any Renewal Term, but no more than five percent (5%) above the rates in effect at the end of the

preceding Term, unless (a) 8x8 provides Customer notice of an alternative increase at least 45 days prior to the commencement of that Renewal Term or (b) Customer has materially reduced the quantity of applicable Subscription Services. 8x8 may increase Service Fees for a customer on Month-to-Month Service at anytime, up to the then-applicable list prices. Except as provided in this Clause 3.7, the rates and pricing for Services and Equipment ordered in a Service Order shall not constitute a commitment of 8x8 to offer such rates and pricing for future orders.

3.8 Miscellaneous

Unless otherwise provided in the Customer Agreement or prohibited by applicable Law:

3.8.1 Refund Policy

All prepaid fees and other payments by Customer under these Terms are non-refundable and non-creditable.

3.8.2 Reactivation Fee

8x8 may charge Customer a fee in order to reactivate Customer's account following Customer's termination of Services or 8x8's termination or suspension of Services due to Customer's breach.

3.8.3 Promotions

From time to time, 8x8 may offer promotional rates or discounts for Services. Any promotion or discount codes must be provided to 8x8 at the time Services are ordered. Promotions and discounts may not be used cumulatively or applied retroactively, and may be changed or discontinued by 8x8 at any time in its sole discretion. In no event shall promotional pricing be guaranteed for a term longer than the term for which Customer has ordered the Services. Any promotional shipping rates (e.g. free shipping) provided in a Service Order shall only apply to the units of Equipment ordered in that Service Order.

4. Term and renewal

4.1 Commencement and initial term

The Customer Agreement shall commence on the Commencement Date, and shall remain in effect until the expiry of the Initial Term, subject to automatic renewal or continuation under Clause 4.2, and earlier termination pursuant to Clause 5.1.

4.2 Renewal

At the end of the Initial Term and each Renewal Term (as defined below), the Customer Agreement (including, in respect of Service Agreements, all Service Orders then in effect under it) shall be renewed automatically and continue in effect for an additional term of twelve (12) months (each, a "**Renewal Term**"), unless (a) either party provides written notice of its intention not to renew the Customer Agreement; or (b) Customer provides written notice of its election to continue the Services on a month-to-month basis (i.e. for automatically renewing, successive, one-month terms) at the list price for such Services ("**Month-to-Month Service**"), with notice in each case provided at least 30 days prior to the end of the Term; or (c) if a shorter renewal term is required pursuant to a Regional Supplement, in which case such prescribed renewal period shall apply. Service Fee rates are subject to increase after the Initial Term as provided in Clause 3.7.

Notwithstanding the foregoing, if the parties have entered into non-coterminous Service Orders, the renewal provisions of this Clause 4.2 shall apply to each standalone Service Order (or group

of coterminous Service Orders, if applicable), separately from, and without regard to, all non-coterminous Service Orders.

5. Termination and suspension

5.1 Termination

Except as otherwise provided in the Customer Agreement or prohibited by law, a party may terminate the Customer Agreement or any or all Services thereunder by providing written notice to the other party as provided at Clause 4.2, or in the following circumstances:

5.1.1 Month-to-Month Service

If Customer is on a Month-to-Month Service, either party may terminate the Customer Agreement or any Services thereunder at any time on the provision of written notice. The termination shall be effective on the last day of the calendar month following the month in which the notice was provided, or such later date as may be specified in the notice.

5.1.2 Material Breach

Either party may immediately terminate the Customer Agreement and all Services thereunder in the event of a material breach by the other party, provided such breach (if capable of cure) is not cured within 30 days of receiving written notice from the non-breaching party requesting such breach to be cured. For avoidance of doubt, a material breach hereunder shall include (without limitation): (a) Customer's failure to make timely payment hereunder (subject to Clause 3.5 above) and (b) Customer's breach of any representation or covenant under Clause 10.2 or 10.3.

5.1.3 For bankruptcy, etc.

Either party may immediately terminate the Customer Agreement if the other party has a receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the other becomes subject to an administration order or enters into any composition or voluntary arrangement with its creditors, or has a receiver or manager or provisional liquidator or administrator appointed over the whole or a substantial part of its business or undertaking, or circumstances arise which would enable a court of competent jurisdiction or a creditor to appoint the same, or if the other is unable to pay its debts, or if the other ceases or threatens to cease to carry on business, or if any similar circumstances arise in any jurisdiction.

5.1.4 Compliance with Law

8x8 may immediately terminate Services provided to a Customer Location if 8x8 determines, in good faith, such termination is necessary to comply with a court order or other Law applicable to Services at that Customer Location, provided 8x8 shall refund any prepaid Service Fees in respect of the terminated Services.

5.1.5 For convenience

Customer may terminate the Customer Agreement or any Services thereunder, for any reason or for no reason, at any time during the Initial Term or a Renewal Term by giving 30 days' written notice, provided Customer shall be liable for any early termination charges under Clause 5.2 below.

5.2 Early termination and related charges

5.2.1 General

All payment obligations under the Customer Agreement are non-cancellable, and quantities ordered cannot be decreased during the relevant Term, except as expressly provided in this Clause 5 or elsewhere in the Customer Agreement.

5.2.2 Early Termination Charges

If the Customer Agreement and/or any of the Services ordered thereunder are cancelled or terminated by Customer for convenience, or by 8x8 due to Customer's breach, before the end of the Initial Term or then-current Renewal Term (as applicable), Customer shall pay 8x8 immediately upon termination an early termination charge equal to the monthly recurring charges associated with the terminated Service(s) (including Service Fees and applicable Taxes, but excluding any Regulatory Fees, if applicable) with a 5% discount, multiplied by the number of months then remaining in the terminated Term. Any reduction in the number of lines, seats or other units of Service or downgrading of Services (for example, to a Service Plan with a reduced monthly Service Fee base rate) shall be treated as a termination of Service for purposes of this paragraph, unless otherwise agreed in the Customer Agreement (such as bursting rights), and the early termination charge shall be calculated based on the reduction in monthly recurring charges attributable to such reduction or downgrading. Customer acknowledges that the service fee rates offered to Customer are based upon Customer's agreement to pay early termination charges hereunder and would have been substantially higher absent such Agreement.

5.2.3 Disconnection fees and other charges

The early termination charges in this Clause 5.2 shall not apply to any Services that are subject to promotional terms that expressly waive early termination charges or provide for disconnect fees instead (in which case, Customer shall be required to pay the applicable disconnection fees set forth in the Attachment 3 (Fees and Charges) to these Terms in lieu of any early termination charges that would otherwise apply. Notwithstanding anything to the contrary herein, on early termination of the Services, Customer shall also be liable for payment in full of the unpaid balance under an 8x8 Extended Payment Plan or similar financing arrangement as provided in Attachment 3 (Fees and Charges). Payment of the charges stated in this clause 5.2 are without prejudice to any of 8x8's other rights under the Customer Agreement where 8x8 terminates the Customer Agreement and/or any of the Services ordered thereunder due to Customer's breach. Customer may also be liable for any de-installation fees as set out in Attachment 3.

5.3 Suspension of service

Without limiting 8x8's rights or remedies hereunder, 8x8 may suspend some or all Services if 8x8 determines, in its reasonable judgement, that the Services are being used (a) in a fraudulent or illegal manner or (b) in a manner that is likely to (i) disrupt or compromise the integrity or security of the 8x8 Platform, the network of 8x8 or any 8x8 Partner, or the privacy of any 8x8 customers or (ii) cause imminent and material damage to 8x8 or any 8x8 Partner, but only for as long as reasonably necessary to mitigate the risk of such harm. 8x8 shall notify Customer in advance of such suspension, if practicable, and otherwise promptly thereafter. Suspension of Services shall not release Customer from its obligations under the Customer Agreement; provided, Customer shall receive credit for the full suspension period if Customer is determined not to have breached the Customer Agreement.

6. Equipment and shipping

6.1 General; shipping

Customer may order Equipment from 8x8 from time to time for use with the Services by entering into Service Orders with 8x8. Customer shall pay all shipping and related charges unless otherwise stated in a Service Agreement. All Equipment shipments are F.C.A. (free carrier), and title and risk of loss or damage shall pass to Customer upon delivery to the carrier. Customer shall be deemed the importer of Equipment for all purposes, and shall be liable for any applicable customs, import/export duties, clearance charges and other Taxes (including VAT), in connection with international shipments. 8x8 may refer Customer to a local or regional Equipment vendor for Customer Locations outside the Primary Market. Notwithstanding the foregoing, where the Equipment is being purchased over a payment plan, title shall not pass, and the Equipment shall remain 8x8's property, unless and until the full purchase price has been paid by the Customer.

6.2 Warranty and returns

8x8 shall pass through to Customer a 12-month warranty on Equipment (or, if applicable any extended warranty procured by 8x8), if permitted by the manufacturer. 8x8 will replace defective Equipment covered by warranty at no charge and will pay the return shipping costs, provided Customer returns Equipment in its original packaging or equivalent and obtains a return authorisation number from 8x8 prior to returning Equipment.

6.3 Lost, stolen, altered or broken equipment

During the Term, Customer shall not modify the Equipment in any manner without the express written consent of 8x8 and shall only use the Equipment in connection with the Services. Customer shall be responsible for all lost, stolen or broken equipment (except to the extent covered by warranty) and shall promptly notify 8x8 of any such loss or theft and cooperate with 8x8 as reasonably requested to prevent unauthorised use of lost or stolen Equipment.

6.4 Equipment leasing companies

8x8 may refer Customer to one or more unaffiliated companies that have agreed to provide Equipment leasing options to 8x8 customers (a "**Leasing Company**"). The terms of any such leasing arrangement shall be governed solely by Customer's contract with the Leasing Company. 8x8 does not endorse, guarantee the services of, or have control over such Leasing Companies and disclaims all liability in connection with their services. The use of any financial information, Personal Data and other information disclosed to or collected by Leasing Companies is governed by such Leasing Company's own privacy policies and not by 8x8's Privacy Policy.

6.5 Unsupported devices, etc.

Customer shall be responsible for ensuring that any Equipment acquired from a third-party vendor is in reasonable working condition and configured in accordance with 8x8's technical requirements. Customer shall not access or use the Services with any equipment or devices other than supported Equipment, without 8x8's consent. 8x8 shall have no liability whatsoever for Customer's access or use of the Services with any equipment or device that is not supported by 8x8 (an "**Unsupported Device**").

7. Confidentiality

7.1 Definition

Either party may, directly or through an Affiliate, vendor, subcontractor or other 8x8 Partner or advisor, or any workforce member or agent of the foregoing (collectively, "**Representatives**"), disclose or otherwise make available to the other party or its Representatives (collectively, the "**Recipient**") information concerning the disclosing party or its Representatives (collectively, the "**Discloser**") which the Discloser indicates is confidential or proprietary, or which, by its nature,

would reasonably be expected to be confidential or proprietary (collectively, "**Confidential Information**"), including, for example, trade secrets, technical information, pricing data and product plans. In addition, the pricing and other terms of the Customer Agreement shall be deemed the Confidential Information of each party. Notwithstanding the foregoing, Confidential Information shall not include any information that the Recipient can demonstrate (a) is already or later becomes disclosed to the general public other than through the fault or negligence of Recipient or (b) is lawfully obtained by Recipient from a third party which has the right to transfer or disclose it.

7.2 Obligations

The Recipient agrees: (a) to keep the Discloser's Confidential Information confidential and disclose it only (i) to its Representatives to whom such disclosure is reasonably necessary to accomplish the purpose for which the Confidential Information was disclosed to the Recipient and who are bound to reasonable confidentiality obligations with respect to such Confidential Information, (ii) in response to a judicial order or other lawful process, as and to the extent required by such order or process or (iii) as approved in writing by the Discloser; (b) not to use Discloser's Confidential Information except for the purpose(s) for which the Confidential Information was disclosed or as approved in writing by the Discloser; and (c) to protect the confidentiality of the Discloser's Confidential Information with the same degree of care as Recipient uses to protect its own Confidential Information of like kind, but in no event less than reasonable care. Each party shall use reasonable efforts to ensure that its Representatives observe these obligations as if they were parties to the Customer Agreement. The obligations in this Clause 7.2 shall not apply to any Confidential Information that the Recipient can demonstrate: (i) is already or becomes hereinafter disclosed to the general public other than through the fault or negligence of Recipient; or (ii) is lawfully obtained by Recipient from a third party which has the right to transfer or disclose it.

7.3 Survival

Each party's obligations under this Clause 7 shall survive any termination or expiration of the Customer Agreement and remain in effect for three (3) years thereafter or, in the case of trade secrets, as long as permitted by applicable Law.

7.4 Customer Data

- 7.4.1 Customer grants 8x8 a license to access Customer's account(s) and to collect, process, transfer, use, modify, reproduce, store, record, transmit, distribute, display, view, print, translate and disclose the Customer Data (which may include Personal Data of Agents, other users of the Services and other third parties) as set out in the Customer Agreement and the Privacy Policy.
- 7.4.2 Customer acknowledges and agrees that 8x8 may: (a) disclose and transfer Customer Data to an 8x8 Affiliate or other 8x8 Partner as and to the extent necessary to provide Services to Customer; (b) disclose Customer Data to courts, government agencies and other Third Parties as and to the extent required or permitted by Law, including in response to subpoenas, court orders and other legal process; (c) collect and aggregate Customer Data with data from other customers, and use and disclose Customer Data in anonymized form, including for the purpose of (i) compliance with reporting requirements under applicable Laws, (ii) quality control and assurance or (iii) improving the Services and developing new services; and (d) collect, use and disclose Customer Data to third parties when 8x8 determines, in its reasonable judgement, that such disclosure is necessary to protect the safety of an Agent or another individual, to investigate suspected fraud, or to trace debtors.

8. Data protection and security

8.1 Relationship of the parties

8.1.1 The Customer is the controller of Customer Personal Data.

8.1.2 8x8 acts a controller of 8x8 Personal Data and as a processor of Customer Personal Data under a Customer Agreement.

8.2 8x8 as a controller

8.2.1 Where 8x8 acts as a controller, 8x8 will process Personal Data in accordance with Applicable Data Protection Law. Further information about how 8x8 processes Personal Data can be found in 8x8's Privacy Policy Covering Customers (available at <https://www.8x8.com/uk/terms-and-conditions/privacy-policy>) (the "**Privacy Policy**").

8.2.2 8x8 shall maintain appropriate technical and organisational security measures to protect Personal Data against a Personal Data Breach.

8.2.3 Customer warrants that it has obtained all necessary consents, notifications and permissions required under Applicable Data Protection Law to (i) permit the Customer to share such Personal Data with 8x8; and (ii) allow 8x8 to otherwise collect, use or process such Personal Data in accordance with the Customer Agreement (including but not limited to such Personal Data that 8x8 may collect directly from Customer Agents and any other end users via cookies or other means). As between Customer and 8x8, Customer is solely responsible for disclosing to Customer's Agents and any other end users that 8x8 is processing Personal Data in accordance with the Customer Agreement and for notifying or otherwise directing such Agents and end users to the 8x8 Privacy Policy.

8.2.4 The Customer agrees to notify 8x8 of: (i) any limitations in its privacy notice to data subjects; (ii) any changes in, or revocation of, consent by a data subject to use or disclose Personal Data; and (iii) any restrictions on the use of Personal Data to which Customer has agreed in accordance with its agreements with data subjects; in each case, to the extent that such limitations, changes or restrictions may affect 8x8's uses or disclosures of Personal Data.

8.2.5 The parties shall not act as joint controllers for the purposes of Article 26 of the GDPR in relation to any processing of Personal Data under any Customer Agreement.

8.3 8x8 as a processor

8.3.1 The Customer (the controller) appoints 8x8 as a processor to process the Customer Personal Data for the purposes described in the Customer Agreement in order to provide the Services and as further set out in the Data Protection Appendix (or as otherwise agreed between the parties in writing) (the "**Permitted Purpose**"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

8.3.2 8x8 shall process the Customer Personal Data in accordance with the instructions of the Customer, which the Customer acknowledges and agrees are set out in this Agreement.

8.3.3 *International transfers:* 8x8 shall not transfer the Customer Personal Data outside of the European Economic Area ("**EEA**") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Customer Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data (such as Privacy Shield certification), to a recipient that has achieved binding corporate rules authorisation

in accordance with Applicable Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

- 8.3.4 *Confidentiality of processing:* 8x8 shall ensure that any person it authorises to process the Customer Personal Data (an "**Authorised Person**") shall protect the Customer Personal Data in accordance with 8x8's confidentiality obligations under the Customer Agreement.
- 8.3.5 *Security:* 8x8 shall implement technical and organisational measures as set out in the Data Protection Appendix to protect the Customer Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Customer Personal Data (a "**Security Incident**").
- 8.3.6 *Subcontracting:* Notwithstanding Clause 17.10, the Customer consents to 8x8 engaging third party subprocessors to process the Customer Personal Data for the Permitted Purpose provided that: (i) 8x8 maintains an up-to-date list of its subprocessors on its website, which it shall update with details of any change in subprocessors at least 10 days' prior to any such change; (ii) 8x8 imposes data protection terms on any subprocessor it appoints that require it to protect the Customer Personal Data and which are no less onerous than as set out in this Clause 8.3; and (iii) 8x8 remains liable for any breach of this Clause that is caused by an act, error or omission of its subprocessor. The Customer may object to 8x8's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, 8x8 will either not appoint or replace the subprocessor or, if this is not possible, the Customer may suspend or terminate the Customer Agreement (without prejudice to any fees incurred by the Customer prior to suspension or termination).
- 8.3.7 *Cooperation and data subjects' rights:* 8x8 shall provide reasonable and timely assistance to the Customer (at the Customer's expense) to enable the Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Customer Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to 8x8, (at the Customer's expense) 8x8 shall promptly inform the Customer providing full details of the same.
- 8.3.8 *Data Protection Impact Assessment:* If 8x8 believes or becomes aware that its processing of the Customer Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform the Customer and provide reasonable cooperation to the Customer (at the Customer's expense) in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.
- 8.3.9 *Security incidents:* If it becomes aware of a confirmed Security Incident, 8x8 shall inform the Customer without undue delay and shall provide reasonable information and cooperation to the Customer so that the Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. 8x8 shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep the Customer informed of all material developments in connection with the Security Incident. The Customer acknowledges that such assistance, information provision and mitigatory remedies or other action taken by 8x8 under this Clause 8.3.9 shall be at the Customer's own cost, unless the confirmed Security Incident occurred as a direct result of a breach by 8x8 of its obligations under Clause 8.3.5.
- 8.3.10 *Deletion or return of Data:* Upon termination or expiry of any Customer Agreement, and without prejudice to the provisions of the Customer Agreement that contemplate data storage, 8x8 shall (at the Customer's election and at the Customer's own cost) destroy or return to the Customer all

Customer Personal Data in its possession or control. This requirement shall not apply to the extent that 8x8 is required by applicable law to retain some or all of the Customer Personal Data, or to retain Customer Personal Data it has archived on back-up systems, which Customer Personal Data 8x8 shall securely isolate and protect from any further processing except to the extent required or permitted by such law.

8.3.11 *Audit:* Customer acknowledges that 8x8 is regularly audited against ISO 27001, ISO 9001:2015 and Cyber Essentials standards by independent third-party auditors. Upon Customer's reasonable request, 8x8 shall supply a summary copy of its audit report(s) to the Customer, which reports shall be subject to the confidentiality provisions of the Customer Agreement.

8.3.12 The following Clauses shall only apply from 25 May 2018: Clauses 8.3.6, 8.3.8, 8.3.9 and 8.3.10.

8.4 Customer responsibilities

Customer shall use all reasonable endeavours to prevent unauthorised access to and use of Services and agrees to notify 8x8 promptly of any such unauthorised access or use or other breach of security relating to its account. Among other safeguards, 8x8 recommends that Customer instruct its Agents to (a) choose robust password combinations, change their passwords regularly and not disclose their passwords except to authorised 8x8 Support agents, and (b) perform a "log off" / exit of their accounts at the end of each session.

8.5 Data storage

Customer acknowledges that the Services are not intended and should not be used for long-term data storage. Customer is encouraged to back-up regularly any Customer Data that it wishes to retain and use other than in connection with the Services. 8x8 shall not be responsible for any Customer Data exported from the Services, including without limitation via third-party integrations, or storage on devices or external media or accounts. 8x8 reserves right (and Customer so instructs 8x8) to periodically purge Customer Data from its servers, subject to any data retention requirements under applicable Laws or the Customer Agreement.

8.6 Processing – Third-Party Services

Where the Customer uses or has otherwise requested that Third-Party Services are made available as part of the Services, the Customer agrees that any processing of Personal Data that relates to Third Party Services shall be carried out by the third-party directly and that 8x8 shall have no liability or responsibilities in relation to such processing. All terms governing such processing will be as set out in a separate agreement between the Customer and the third-party.

8.7 Internet

Customer acknowledges that its use of the Services requires the transmission of electronic data over the Internet and various other networks that are not owned or operated by, or otherwise under the control of, 8x8, and that 8x8 cannot ensure that such transmissions will not be accessed by unauthorised parties. Except as expressly provided in the Customer Agreement, 8x8 shall not be not responsible or liable for any delay, loss, alteration or interception of Customer Personal Data in the course of its transmission through and between networks not owned and/or operated by 8x8.

8.8 Conflict

In the event of any conflict between the data protection terms in any Regional Supplement and this Clause 8, unless specified otherwise in a Customer Agreement and only where required to comply with Applicable Data Protection Law, this Clause 8 will prevail.

9. Service limitations

9.1 Availability

8x8 shall use commercially reasonable efforts to make the Services available continuously and without interruption at all times during the Term, other than during scheduled maintenance and repair, and to minimize the loss of data in Customer's communications. However, Customer acknowledges and agrees that the Services will not be uninterrupted, error-free or available 100% of the time. 8x8 shall have no obligation to provide credit allowances for interruption of the Services except as expressly provided in the Customer Agreement.

9.2 Quality of service

IP-based communications have inherent limitations relative to analog and other traditional communications methods. While 8x8's Services have been engineered to address and manage these limitations, 8x8 cannot guarantee that all communications transmitted to or from the 8x8 Platform (including voice, facsimile and text messages) will be delivered without loss of data or at all. Customer acknowledges and understands that call quality depends not only on the specification and availability of the Broadband service to which Customer is connected but also on the telecommunications network to which the other parties are connected.

9.3 Alarm signals; critical safety applications

Customer understands that the Services are not authorised or intended **to be used to carry alarm signals or** for use in any high-risk, critical safety or other applications where any failure, interruption or malfunction may reasonably be anticipated to result in bodily injury, loss of life or catastrophic damage to property.

9.4 Use outside the primary market

Although 8x8 sells Services primarily to customers domiciled in the Primary Market, 8x8's Services are nomadic by nature and may be accessible through an Internet connection virtually anywhere a broadband connection is available. Regulation of IP-based telephony services varies significantly from jurisdiction to jurisdiction. For example, some countries have prohibited IP-based telephony services that interconnect with the local PSTN, and others require the user to obtain a specific consent or license. In addition, internet service providers (ISPs) in some countries may impose contractual restrictions on the use of their services for IP-based telephony. Methods of enforcement range from number blocking and suspension of internet service to fines and criminal penalties. Before ordering Services for use in a jurisdiction outside the Primary Market, Customer is urged to consult with counsel for advice regarding its proposed use of the Services in that jurisdiction. Customer shall be solely responsible and liable for any breach of local Laws or breach of third-party contract terms resulting from Customer's use of the Services outside the Primary Market, regardless of whether 8x8 has consented to such use.

9.5 Emergency services

8x8 supports access to emergency numbers for traditional fax and voice service plans in the United States, United Kingdom, Canada, Australia and other jurisdictions, as and to the extent provided in the Regional Supplements. The use of emergency numbers with 8x8's Services is subject to limitations when compared to traditional wireline services. **Please see the regional supplements for important information concerning any emergency services provided in your service plan, as well as provisions that limit 8x8's liability in connection with these services.** 8x8 recommends that Customer and its Agents always have an alternative means of accessing emergency services other than through 8x8's Service.

9.6 Non-8x8 applications

9.6.1 Continued Interoperability

Certain Services may contain features designed to interoperate with Non-8x8 Applications. 8x8 cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit or other compensation. Any custom work performed by 8x8 to enable interoperation with a Non-8x8 Application shall be charged as Professional Services and undertaken on a commercially reasonable efforts basis.

9.6.2 No Warranty or Liability

Unless the Customer Agreement provides otherwise: (a) 8x8 does not warrant and is not responsible for any aspect of Non-8x8 Applications, regardless of whether they are designated by 8x8 as "certified," "approved" or "recommended"; (b) Customer's procurement and use of Non-8x8 Applications is solely between Customer and the applicable third-party provider; and (c) 8x8 shall not be required to provide support for Non-8x8 Applications. If Customer installs or enables Non-8x8 Applications or services for use with a Subscription Service, Customer agrees that 8x8 may allow the third-party providers to access Customer Data as required for the interoperation of such Non-8x8 Applications with the Subscription Service, and 8x8 shall not be responsible for any disclosure, modification or deletion of Customer Data resulting therefrom.

9.7 Customisations

8x8 may agree or refuse, in its sole discretion, any Customer requests for custom modifications or additions to the Services or other aspects of the 8x8 Platform ("**Customisations**") for Customer's benefit. Any Customisation work performed by 8x8 shall be charged as Professional Services and shall be undertaken on a reasonable efforts basis. Customer acknowledges that (a) 8x8 does not provide support for Customisations under standard Support Plans; (b) a Customisation may adversely impact other aspects of the Services, or their overall functionality or security; and (c) future upgrades and modifications to the 8x8 Platform may impair the functionality of a Customization.

9.8 Beta services

From time to time, 8x8 may make available, to some or all of its customers, new or modified Services, or features or functionalities of existing Services, which are designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a similar description ("**Beta Services**"), prior to their general release. Beta Services are intended for evaluation purposes only and not for production use, are not supported by 8x8, and may be subject to additional terms. Beta Services are not considered "Services" under the Customer Agreement for purposes of any representations, warranties, commitments or agreements of 8x8 (except in relation to Clause 7.4); however, all restrictions and limitations applicable to Customer's use of Services shall apply to Beta Services. 8x8 may discontinue Beta Services at any time in its sole discretion and may never make them generally available. 8x8 will have no liability for any harm or damage arising out Customer's use of a Beta Service.

10. Use restrictions and customer responsibilities

10.1 Customer accountability for use of services

Customer shall be responsible and liable for all access and use of the Services by Customer's Agents or otherwise through Customer's account ("**Customer Use**"), other than unauthorised activities and charges attributable to the breach of the Customer Agreement by 8x8 or an 8x8 Partner. Customer understands and acknowledges that the right of its Agents to access and use

the Services shall be subject to each Agent's acceptance of 8x8's Acceptable Use Policy, as amended from time to time (available at www.8x8.com/uk/terms-and-conditions/acceptable-use-policy).

10.2 Compliance with law

Customer agrees to comply with all applicable laws, regulations, codes, ordinances, treaties, conventions, and court and administrative orders and rulings (collectively, "**Laws**") in relation to its access and use of the Services and the 8x8 Platform generally. Customer shall be solely responsible for familiarising itself with such Laws and shall not treat or rely on any statements, communications or materials provided by 8x8 or its Representatives as legal advice. Without limiting the foregoing:

10.2.1 Import and Export

Customer shall comply with all export and import Laws of the United States and other jurisdictions applicable to its use of the 8x8 Platform and to its use and transport of Equipment. Customer shall not access or use any Service in a United States or United Kingdom embargoed country. Customer represents and warrants that it is not named on any United States government denied-party list.

10.2.2 Telemarketing, etc.

Many jurisdictions have Laws that significantly restrict telephone solicitations (i.e., telemarketing) and the use of telephones, automated telephonic equipment, faxes, SMS and other telecommunications services and equipment for marketing and advertising purposes. Without limiting the foregoing, Customer agrees that Customer is solely responsible for (i) ensuring its use of the Services complies with all such Laws (such applicable Laws may include, without limitation, Applicable Data Protection Law (including as applicable the Data Protection Act 1998, the GDPR, the Data Retention (EC Directive) Regulations 2009, the Privacy and Electronic Communications Regulations 2003 (including the prohibition on making unsolicited or direct marketing calls to any subscriber to the Telephone Preference Service), the Communications Act 2003, the Investigatory Powers Act 2016, the Consumer Protection from Unfair Trading Regulations 2008 and Ofcom's policy on silent and abandoned calls)); (ii) obtaining any required consents from the parties to be contacted and for (iii) maintaining an internal "do not call" list to prevent contacting parties that do not wish to receive further communications from Customer. **Customer is urged to seek the advice of counsel prior to purchasing or using of the services for marketing or solicitation purposes. Customer remains responsible for compliance with this clause, failure of which may be treated by 8x8 as a material breach of contract and customer may be liable for indemnity losses pursuant to Clause 14.1**

10.2.3 Voice Recording and Call Monitoring

Customer shall be responsible for complying with any and all requirements for advance notice or consent for electronic voice recording and/or third-party call monitoring (a feature of Barge-Monitor-Whisper, for example) required under Law. 8x8 shall have no responsibility or liability to the Customer in relation to the same.

10.2.4 Employee Monitoring

Managers, supervisors and other users of 8x8's Quality Management service may be able to view the computer desktop activity of the Agents they are monitoring (including, for example, internet browsing and use of other applications that are not part of the 8x8 Platform). Applicable privacy and/or employment Laws in some jurisdictions may prohibit or otherwise restrict such monitoring (for example, by requiring advance notice or consent of the employee) and Customer

is responsible for complying with any such requirements under Law. 8x8 shall have no responsibility or liability to the Customer in relation to the same.

10.3 Other use restrictions

Customer shall also comply, and shall ensure its Agents and other users of the Services through its account shall comply, with the provisions of Attachment 1 (Use Restrictions).

10.4 Unlimited plans

8x8's Service Plans that offer unlimited minutes of PSTN calls, unlimited faxing or unlimited Text Messages are for reasonable business use only. Any use of the Services that in breach of Clause 10.3 above shall be presumed to be an unreasonable business use.

10.5 Customer content

Customer acknowledges that 8x8's role with respect to the content of communications and data transmitted, received and/or stored by Customer through the 8x8 Platform ("**Content**") is that of a passive conduit. As such, Customer acknowledges that neither 8x8 nor any 8x8 Partner shall be responsible for Content and shall have no involvement in determining, drafting, editing, or creating Content or in determining the recipients of such communications or the numbers to which they are sent.

10.6 Registration information

Customer shall ensure that all of its account and registration information (collectively, "**Registration Information**") – including, for example, Customer's legal name, address, email address, telephone number and payment information, and the service address and other registration information of its Agents – is accurate, current and complete at all times during the Term. Customer agrees to promptly notify 8x8 of any changes in Registration Information and to verify such information upon reasonable request from 8x8. Without limiting the foregoing (and notwithstanding Clause 7.4), Customer shall be responsible for the accuracy, quality and legality of all Personal Data included in the Registration Information and the means by which Customer acquired such Personal Data.

11. Changes to services and terms

11.1 Service change

8x8 shall be permitted to perform upgrades and make other modifications to the Subscription Services ordered by Customer (each, a "**Service Change**") from time to time, as long as such Service Changes do not materially reduce the overall functionality or security of the Service (determined based on customary usage in the Primary Market). 8x8 will use commercially reasonable efforts to notify Customer in advance any such Service Change.

11.2 Change in terms

8x8 may amend or make modifications to these Terms from time to time including price increases due to unforeseen events as contemplated by Clause 3.7, by posting notice of such changes to www.8x8.com/uk/terms-and-conditions, such changes shall be effective upon posting; provided, however, 8x8 shall give Customer at least 30 days' prior written notice of any change that would materially reduce Customer's rights or benefits, or materially increase Customer's obligations or liability, under the Customer Agreement (each, a "**Material Change**"). Customer shall have the right to opt out of any Material Change by sending notice of objection to uksupport@8x8.com, or such other address as notified by 8x8 from time to time, within the 30-day period, in which case

the Material Change shall not apply for the duration of Customer's then-current Term. However, if Customer delivers such an objection notice, 8x8 shall thereafter have the right to terminate the Customer Agreement by giving Customer 30 days' written notice of termination. Customer acknowledges that 8x8 may post additional Regional Supplements from time to time and that the addition of such Regional Supplements to these Terms shall not itself constitute a Material Change.

12. Intellectual property rights and licenses

12.1 Intellectual Property Rights

Subject only to limited rights to access and use the Service as expressly stated herein, all rights, title and interest in and to the 8x8 Platform, including intellectual property rights, will remain with 8x8 and/or its Affiliates and belong exclusively to 8x8 and/or its Affiliates. To the maximum extent permitted by Law, 8x8 shall own all intellectual property rights in and to all software code, Service configuration designs and other work product produced or developed by 8x8 in the course of providing Services hereunder to Customer (including Customisations and other deliverables under a SOW), except to the extent (a) such work product embodies Customer's pre-existing intellectual property or (b) the parties expressly agree otherwise in a Service Agreement.

12.2 Software

8x8 may from time to time make available software applications for download and use by its customers in connection with the Subscription Services ("**Software**"). The Software may include open source and other software components distributed under third-party licenses that impose terms and conditions on its use ("**Third-Party License Terms**"). 8x8 agrees to make such Third-Party License Terms available to Customer in the manner required by the Third-Party License Terms, and Customer agrees to comply with such Third-Party License Terms. Subject to the foregoing, 8x8 grants Customer and its Agents a limited, non-exclusive, non-transferable license to use such Software during the term of the Customer Agreement solely in connection with Customer's use of the Services.

12.3 Use of feedback

Customer hereby assigns to 8x8 all right, title and interest (including intellectual property rights) in and to any new feature improvement, suggestion, enhancement request, recommendation, correction, idea or other feedback that Customer may provide to 8x8 relating to the Services or 8x8's operations (collectively, "**Feedback**"), and Customer agrees that 8x8 shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever without compensation to Customer.

13. Representations and warranties

13.1 8x8 representations and warranties

8x8 (a) represents and warrants to Customer that 8x8 has the power and authority to enter into and perform its obligations under the Customer Agreement, (b) warrants that 8x8 shall perform Implementation Services and Professional Services in a professional and workmanlike manner and with reasonable skill and care and (c) warrants that the Subscription Services shall substantially conform to the Documentation and (d) warrants that the Subscription Services shall perform to any agreed upon service levels. For avoidance of doubt, the foregoing representations and warranties do not apply to any free trial Services, Beta Services or Unsupported Services.

13.2 Exclusive remedy

Unless otherwise provided in the Customer Agreement, Customer's sole and exclusive remedy for breach of the warranties in clauses (c) and (d) of Clause 13.1 is repair, replacement, credit or refund, to be determined at the election of 8x8.

13.3 Disclaimer of warranties

Except as expressly provided in clause 13.1, to the maximum extent permitted under applicable Law, 8x8 makes no warranties and disclaims all warranties in relation to the services and equipment, whether expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Without limiting the foregoing, 8x8 does not warrant that the services will be uninterrupted, error-free or available 100% of the time, or that all attempted voice, fax, text and other communications will be delivered.

13.4 Customer representations and warranties

Without limiting any other provision of these Terms, Customer represents and warrants to 8x8 that (a) Customer has the power and authority to enter into and perform its obligations under the Customer Agreement, (b) Customer is not relying upon any statements, commitments, representations or warranties other than those expressly set forth in the Customer Agreement, (c) Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of 8x8's employees or agents in connection with the Customer Agreement or the Services and (d) Customer's purchases are not contingent on the delivery of any future functionality or features, except as otherwise provided in the Customer Agreement.

14. Indemnification

14.1 By customer

Customer agrees to defend 8x8, its Affiliates and their respective Representatives from and against any action, claim, demand, suit, investigation, inquiry or proceeding (collectively, "**Claims**") threatened or brought against 8x8 or any of its Affiliates or their respective Representatives by any third party that arises out of or results from: (a) Content transmitted on the 8x8 Platform; or (b) any actual or alleged Customer Use in breach of any applicable Laws, or in breach of any third-party contract terms to which Customer is subject, or actions or omissions that would constitute a material breach of the Customer Agreement (including any breach of Clause 10 (Use Restrictions and Customer Responsibilities) of these Terms); or (c) a breach by the Customer of Applicable Data Protection Law, without regard to any notice or cure right hereunder. Customer agrees to indemnify and hold harmless 8x8, its Affiliates and their Representatives against any damages, attorneys' fees, defence costs and other losses (collectively, "**Losses**") payable by 8x8 pursuant to the adjudication or settlement of, or otherwise incurred by 8x8 in connection with, any such Claims.

14.2 By 8x8

8x8 agrees to defend Customer, any Affiliate of Customer that has ordered Services under the Customer Agreement, and their respective Representatives from and against any Claims threatened or brought against Customer, such Affiliate or their Representatives by any third party alleging that the Services, when used in accordance with the Documentation, infringe or misappropriate any patent, trademark or copyright enforceable under the laws of the United States, Canada, Australia, United Kingdom or the European Community. 8x8 agrees to

indemnify and hold harmless Customer, such Affiliate and/or such Representatives against any Losses payable by them pursuant to the adjudication or settlement of, or otherwise incurred by Customer in connection with, any such Claims. Notwithstanding the foregoing, 8x8's obligations hereunder shall not apply to infringement Claims that are based upon: (a) the combination, operation or use of a Service with any third-party product, device, service or software not sold or provided to Customer by 8x8; (b) the alteration or modification of a Service by any person other than 8x8's agents and authorised subcontractors; or (c) 8x8's alteration or modification of a Service at Customer's request. If such a Claim of infringement is brought or threatened, 8x8 shall, at its sole option and expense, either: (i) to procure a license that will protect Customer against such Claim without cost to Customer; (ii) to modify or replace the portions of the Service as needed to avoid infringement without impairing functionality; or (iii) if neither (i) nor (ii) is commercially feasible, terminate the Customer Agreement and refund any prepaid Service Fees. The rights and remedies granted Customer under this Clause 14.2 state 8x8's entire liability, and Customer's exclusive remedy, with respect to any infringement Claim.

14.3 Procedure

An indemnified party shall (a) provide the indemnifying party prompt written notice of such Claim as soon as the indemnified party becomes aware of the Claim, (b) permit the indemnifying party to have sole and exclusive control over the defence and settlement of any such Claim, if it elects, and (c) provide reasonable assistance to the indemnifying party in connection therewith; provided, the indemnifying party shall not enter into any settlement agreement that would result in any payment or other obligation, or restriction on the business of, the indemnified party without its prior written consent.

15. Limitation of liability

15.1 Exclusion of consequential damages

Except as expressly contemplated by Clause 14, to the maximum extent such damages can be excluded under applicable Law, neither 8x8, its affiliates or any other 8x8 partners, nor any of their representatives, shall be liable to customer or any other person for any incidental, consequential, special loss, loss of profits, revenues or goodwill, loss or corruption of data, business interruption, or delay in performance, (whether direct or indirect) whether from breach or repudiation of contract, breach of warranty, negligence, tort, strict liability or otherwise, from or in connection with the customer agreement or the services provided thereunder, and whether or not the party has been advised of the possibility of such damages.

15.2 Liability Cap

To the extent permitted by applicable Law, and subject to Clauses 15.1 and 13.2, the maximum liability of 8x8 and its Affiliates under the Customer Agreement, or arising out of the Services provided thereunder, to any and all persons, whether such liability arises from a claim based on breach or repudiation of contract, breach of warranty, negligence, tort, statutory duty or otherwise, shall in no case exceed the total amount of fees paid or payable by Customer and its Affiliates to 8x8 and its Affiliates for the Services provided hereunder (excluding equipment purchases) during the twelve months preceding the first incident out of which the liability arose. The foregoing limitation shall apply: (a) on a cumulative basis (rather than per incident), (b) regardless of whether such persons were advised of the possibility of such damages; (c) in aggregate across all Service Orders, if the Customer Agreement is made pursuant to a Service Agreement; and (d) regardless of whether the limited remedies fail of their essential purpose.

15.3 Reliance on limitations

Customer acknowledges and agrees that the essential purpose of Clauses 13.2, 15.1 and 15.2 is to allocate the risks under the Customer Agreement between the parties and to limit 8x8's potential liability in light of the agreed-upon pricing for the Services, which would have been substantially higher if 8x8 were to assume the risk of Customer's incidental or consequential damages, or other heads of losses listed in Clause 15.1, or the risk of liability in excess of the limit described above. 8x8 relied on these limitations when offering to provide the Services to Customer. For the avoidance of doubt, but subject to Clause 17, 8x8 remains responsible for the actions and omissions of its Affiliates and Representatives, and its Affiliates are not directly liable to the Customer pursuant to the Customer Agreement.

15.4 No exclusion

Notwithstanding the foregoing, nothing in these Terms or the Customer Agreement excludes or limits either party's liability for personal injury or death caused by negligence or for fraud (including fraudulent misrepresentation).

16. Disputes

16.1 General

The provisions of this Clause 16 shall apply to any and all Claims that either party may intend to assert against the other party, its Affiliates or any of their respective Representatives, other than (a) an injunction to prevent the disclosure or use of its Confidential Information, or a provisional remedy related to intellectual property infringement or misappropriation Claims, (b) Claims by 8x8 relating to Customer's non-payment and (c) Claims that the other party is required to defend under Clause 14 (all other Claims are referred to as "**Covered Claims**").

16.2 Resolution process

Subject to applicable procedures in any relevant Regional Supplement, neither party shall commence or initiate a claim, proceedings or any other action (a "**Proceeding**") against the other party in respect of any Covered Claim unless and until it has complied and followed the process set out in this Clause 16.2. The aggrieved party shall send a written notice describing in sufficient detail the specific issues in dispute (and referencing the specific portions of the Customer Agreement which are allegedly being breached, if applicable) and the parties shall work diligently and in good faith with each other to attempt to resolve the dispute. Any such notice directed to 8x8 shall be sent to uk-support@8x8.com, or such other address as notified to the Customer by 8x8 from time to time. Within 30 days of such notice, the parties shall cooperate to ensure at least one designated and knowledgeable executive from each party hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting to resolve the dispute. If the parties ultimately fail to resolve the dispute within 60 days of such notice in accordance with the obligations set out in this Clause 16.2, this process shall be deemed exhausted and the aggrieved party may thereafter initiate a Proceeding in accordance with these Terms (and without satisfying any further notice or cure period hereunder a proceeding unless and until it has complied with this Clause 16.2).

16.3 Time limitation

Customer agrees that regardless of any statute or law to the contrary, any litigation or arbitration arising out of or related to use of the Services or the Customer Agreement must be initiated through the filing of a complaint no later than one year after the earlier of (a) the date such claim or cause of action arose or (b) termination of the Customer Agreement, or be forever barred.

16.4 Mandatory arbitration (US claims)

16.4.1 General

If customer is domiciled in the united states, or the covered claims relate to services provided in the united states, customer and 8x8 agree to arbitrate any and all such covered claims in accordance with this clause 16.4. Please read this provision carefully.

This Clause 16.4 shall not apply if Customer is domiciled outside the United States and Services are provided outside of the United States.

16.4.2 Administration; venue

Claims Subject To This Clause 16.4 Shall Be Submitted To Final, Binding Arbitration Administered By American Arbitration Association ("AAA"). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate also requires Customer to arbitrate claims against other parties relating to Services provided or billed to Customer if Claims are asserted against 8x8 in the same proceeding. Arbitration will be conducted under the AAA's published commercial arbitration rules. Customer and 8x8 agree to bear their own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. The place of arbitration shall be Santa Clara County, California U.S.A. The language of the arbitration shall be English.

17. Miscellaneous

17.1 Notice

Except as expressly stated otherwise in the Customer Agreement, any notice to be given under these Terms may be provided by e-mail, and each party hereby consents to receiving notice by e-mail. Either party may change its designated notice address by notifying the other party. Notices shall be deemed effective (a) upon personal delivery, (b) on the second business day after it is sent by regular mail, or (c) on the day it is sent by e-mail, if delivered on a business day before 5pm UK time, and otherwise on the next business day. For the purposes of this clause, **"business day"** shall mean any day other than a Saturday, Sunday or an English public holiday.

Customer's address for notice shall be the e-mail and postal addresses specified by Customer in connection with its initial order of Services, unless otherwise stated in a Service Agreement.

8x8's e-mail address for notice is: (1) uk-billing@8x8.com for billing disputes under Clause 3.5 and (2) uk-support@8x8.com for notice of breach under Clause 5.1 and notice of Claims under Clause 16 and for all other notices under these Terms. 8x8's postal address for notice is Oxford House, Bell Business Park, Aylesbury, Buckinghamshire HP19 8JR United Kingdom – Attn: Customer Service. 8x8 may from time to time notify Customer of a change to the email addresses provided in this Clause 17.1.

17.2 Governing law and jurisdiction

These Terms and the Customer Agreement shall be governed by and construed in accordance with English law and the English courts have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Customer Agreement or its subject matter or formation (including non-contractual disputes or claims).

17.3 Survival

Clauses 5, 7, 8, 14, 16 and 17 shall survive the expiration or termination of the Customer Agreement, along with applicable provisions governing payment obligations and any other provision that by its terms would reasonably be expected to survive.

17.4 Force majeure (events beyond our control)

Except as otherwise expressly provided in the Customer Agreement, neither party shall be considered in breach of the Customer Agreement as the result of any failure or delay in the performance of such party's obligations hereunder that is caused by or results from events beyond such party's reasonable control, including, for example, acts of God (including fire, flood, hurricane, earthquake and tsunami), riot, war, terrorism, government actions and intervention, embargoes, strikes, destruction of facilities, late or failed delivery by suppliers, unavailability of power or Internet services, or network or carrier issues; provided, the foregoing shall not apply to either party's payment obligations hereunder.

17.5 Entire Agreement

These Terms (including all materials incorporated by reference herein) and the other documents comprising the Customer Agreement, together with any Documentation, call rates and/or tariffs posted on www.8x8.com/uk that apply to Customer's Service Plan, constitute the entire agreement between the parties with respect to the Services and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services.

17.6 Conflicts

17.6.1 Order of Precedence

To the extent of any inconsistency or conflict, the Customer Agreement shall be read in the following order of precedence: 1. Service Order; 2. Service Agreement (if applicable); 3. the applicable Regional Supplement; 4. the Global Terms; 5. the SLA (if applicable) 6. the remaining Attachments; 7. all other Documentation.

17.6.2 Objection to Customer Terms

These Terms shall not be compromised, modified or superseded by the terms of any purchase order or similar document delivered by Customer to 8x8 which contains Customer's terms of purchase in connection with its order or use of Services unless the Service Agreement states otherwise.

17.7 Waiver

The failure of either party to exercise or enforce any right or remedy under the Customer Agreement shall not constitute a waiver of such right or remedy, except as expressly provided herein. Except as provided in Clause 3.5 and 11, no waiver or amendment to any provision of the Customer Agreement shall be enforceable against a party unless it is in writing and otherwise conforms to the requirements of these Terms.

17.8 Severability

If any provision of the Customer Agreement is deemed illegal, invalid or unenforceable in whole or in part under applicable Law, the Customer Agreement shall be deemed amended as and to the extent necessary to render its terms valid, enforceable under applicable Law, and, insofar as possible, consistent with the original intent of the parties.

17.9 Assignment; binding effect

This Agreement shall be binding upon the heirs, successors, and permitted assigns of 8x8 and Customer. Customer shall not assign the Customer Agreement or delegate its obligations thereunder without 8x8's prior written consent, except that no such consent shall be required in

connection with a bona fide sale of Customer or substantially all of its assets to a third party as long as 8x8 receives notice at least 10 days prior to such an assignment. If Customer proposes to assign its rights and/or transfer its obligations under the Customer Agreement to an Affiliate, Customer shall provide such information and documentation concerning the Affiliate as 8x8 may reasonably request, and Customer shall remain jointly liable for the obligations of such Affiliate. For avoidance of doubt, 8x8 may assign its rights and/or transfer its obligations under the Customer Agreement, in part or in full, to one or Affiliates, and/or subcontract with such Affiliates, for the performance or delivery of Services.

17.10 Affiliates

If 8x8 permits an Affiliate of Customer to order Services under the Customer Agreement, references to "Customer" in these Terms shall be deemed to include such Customer Affiliate. Customer shall be responsible for the actions of, and jointly liable for the obligations of, such Affiliate under the Customer Agreement. Without prejudice to Clause 8.3.6, to provide Services requested in certain jurisdictions, and where the Customer Agreement is made pursuant to a Service Agreement, an 8x8 Affiliate may (in lieu of 8x8) enter into a Service Order with Customer or a Customer Affiliate under the Customer Agreement. Any such Service Order shall be subject to these Terms, and references to "8x8" hereunder shall be deemed to include such 8x8 Affiliate. 8x8 and its relevant Affiliates shall be severally liable for each of their obligations under the Customer Agreement.

17.11 No third-party beneficiaries

Except as expressly stated herein, these Terms are intended for the sole benefit of, and shall only be enforceable by, each party and its permitted assigns. Without limiting the foregoing, 8x8 shall have no obligation or liability hereunder to any Agent or other end user of the Services that is not a direct customer of 8x8.

17.12 Document acceptance and signature

A Service Order, SOW or similar document setting forth a Service proposal that has been prepared by 8x8 and sent to Customer for acceptance shall be deemed accepted, and shall become effective and legally binding on both parties, when an authorised representative of Customer (or an individual that 8x8 reasonably believes to be such) manifests its assent in the manner indicated by the document (for example, by signature or "click to accept"). Notwithstanding the foregoing, a quotation or Service Order attached as an exhibit to a Service Agreement shall become effective as a Service Order when the parties execute and enter into the Service Agreement, without further Customer acceptance. Use of DocuSign, or any other widely-used method of verifiable electronic signature and delivery, shall be a valid method for signature and delivery of all documents hereunder.

17.13 Interpretations

The headings in the Customer Agreement are solely for the convenience of reference and shall not be given any effect in the construction or interpretation of the Customer Agreement. The word "include" and its variants shall be interpreted as if followed by the words "without limitation." The word "person" shall mean an individual or a corporation, company, partnership, organisation, association or other legal entity. References to an 8x8 web address (URL) shall be deemed to include (a) any subpages that are accessible through one or a series of clearly-labelled hyperlinks and (b) such successor sites as may be designated by 8x8. A reference to a provision of law is a reference to that provision as extended, applied, amended or enacted from time to time and includes any subordinate legislation.

18. Defined terms

18.1 Definitions

The following capitalized terms, when used within these Terms, shall have the meanings indicated.

The following terms, when used within these Terms, shall have the meanings indicated.

"8x8 Platform" means the Subscription Services and any software applications, functionalities, APIs, tools, interfaces and Documentation provided by 8x8 in connection therewith.

"8x8 Personal Data" means the Personal Data for which 8x8 determines the purposes and means of processing (and for the avoidance of doubt, excludes Customer Personal Data);

"Affiliate" means, with respect to a person, any entity that directly or indirectly controls, is controlled by, or is under common control with such person.

"Agent" means an individual authorised to use a Service through Customer's account (as an agent, administrator or otherwise), as identified through a unique login.

"Applicable Data Protection Law" shall mean all applicable binding laws and regulations which apply to the Parties in relation to the processing of personal data and an individual's privacy rights under a Customer Agreement; and where such applicable law is the EU Data Protection Directive (Directive 95/46/EC), this shall apply prior to 25 May 2018; however on and after 25 May 2018, this shall be replaced by the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR").

"Commencement Date" means the date the Initial Term commences, being: (a) the date set out in the Service Agreement or, if stand-alone, the date the Customer signs the Service Order; or (b) the date the Services are first provided (if earlier than the date of the Service Agreement or Service Order).

"controller", "processor", "data subject", "Personal Data Breach", "processing" (and **"process"**) shall have the meanings given in Applicable Data Protection Law;

"Customer Agreement" means the agreement between 8x8 and Customer in respect of Customer's acquisition and use of Services and Equipment, which includes (for example) these Terms, each stand-alone Service Order or the Service Agreement (if applicable, and each Service Order made under it) and the SOWs entered into by the parties.

"Customer Data" means any of the following data and information provided by Customer, or collected or obtained in connection with, Customer's acquisition or use of the 8x8 Platform (and which may include Personal Data): (a) Content; (b) Registration Information; (c) information stored in customer relationship management (CRM), support, billing and similar records and databases used by 8x8 or its Affiliates or subcontractors; (d) call detail and similar records; or (e) other data concerning Customer's usage of the 8x8 Platform.

"Customer Location" means a location for which Customer has ordered Services, as identified by a physical address specified in the Customer Agreement.

"Customer Personal Data" means only that proportion of the Personal Data for which the Customer decides the purposes and means of processing and which is processed by 8x8 to provide the Services in accordance with the Customer's instructions;

"Documentation" means user manuals and technical documentation relating to the Services or Equipment, which 8x8 makes available to its customers from time to time (whether by posting to www.8x8.com/uk, sending in electronic form or otherwise), but in all cases excluding marketing and promotional materials.

"Equipment" means equipment or hardware which Customer acquires from 8x8, an 8x8 Affiliate, an 8x8 authorised vendor or a Leasing Company, for use in connection with the Services.

"Implementation Services" means work performed and other services provided by 8x8 in the implementation of a Subscription Service (such as account creation, provisioning and deployment).

"Non-8x8 Applications" means online Web-based applications or services and offline software products that interoperate with a Subscription Service, but are not sold or provided by 8x8.

"Personal Data" has the meaning given in Applicable Data Protection Law and includes "Personal Data" within the meaning of any relevant Regional Supplement.

"Primary Market" means the United States, the United Kingdom, Australia and Canada.

"Professional Services" means work performed for Customer by 8x8 or an Affiliate or subcontractor of 8x8 that is outside the scope of a Service Plan or Support Plan ordered by Customer.

"Regulatory Fee" means, if applicable, the Emergency Service Fee, the Regulatory Recovery Fee or any similar fee that 8x8 charges (as a separate line-item from the Service Fee) on its telephony services to defray regulatory compliance costs (excluding amounts charged under the line-item for universal service fund obligations, if applicable). All applicable Regulatory Fees will be included in any quotation for Subscription Services.

"Retail Price Index" means the All Items Retail Price Index as published by the Central Statistical Office for HM Treasury from time to time.

"Services" means products and services provided by 8x8 to customers, such as the Subscription Services, Implementation Services, Support Services, Professional Services and training, but excluding Third-Party Services and Equipment.

"Service Agreement" means a written framework contract between Customer and 8x8 setting forth the terms and conditions pursuant to which Customer may order Services from time to time, and which may also include the initial Service Order.

"Service Fee" means the base recurring fee that 8x8 charges Customer for access to and use of a Subscription Service (exclusive of taxes, usage charges and Regulatory Fees).

"Service Order" or **"Order Form"** means a written order for Services agreed upon between 8x8 and Customer.

"Service Plan" means the packaged service plan, including the functionality, services and billing terms associated therewith (as set forth in the Service Order and/or at www.8x8.com/uk), applicable to the Subscription Services ordered by Customer.

"Subscription Service" means any 8x8 communications, contact centre or other cloud service that is hosted by or on behalf of 8x8 and accessed by customers over Internet Protocol (IP) networks.

"Support Plan" means, as applicable, (a) the Support Services associated with the Service Plan ordered by Customer or (b) the support plan ordered by Customer as a separately packaged item, including the Support Services and billing terms associated therewith (as set forth in an SOW and/or at www.8x8.com/uk). All Support Plans include, at a minimum, the Support Services contemplated by these Terms.

"Support Services" means the technical support services that 8x8 agrees to provide to Customer as set forth in these Terms and the applicable Support Plan.

"Text Message" means a short message service text message consisting of text per the Global System for Mobile communications alphabet.

"Term" means the Initial Term or a Renewal Term, as applicable.

18.2 Index of additional defined terms

The following table is provided for reference.

Term	Clause	Term	Clause
8x8	1.1	NDA	7.3
8x8 Partner	2.1	Privacy Policy	8.1
AAA	16.4.2	Proceeding	16.2
Beta Services	9.8	Professional Services	2.4
Claims	14.2	Recipient	7.1
Confidential Information	7.1	Regional Supplement	1.3
Content	10.5	Registration Information	10.6
Covered Claims	16.1	Renewal Term	4.2
Customer	1.1	Representatives	7.1
Customer Use	10.1	Service Change	11.1
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Feedback	12.3	Terms	1.1
Global Terms	1.3	Third-Party License Terms	12.2

Term	Clause	Term	Clause
Initial Term	1.2	Third-Party Services	3.6
Laws	10.2.1	TOU	10.1
Leasing Company	6.4	Unsupported Device	6.5
Losses	14.1	Unsupported Services	2.6
Material Change	11.2	VAT	3.4
Month-to-Month Service	4.2	You	1.1