

8x8 Business Terms and Conditions

Attachment 3 – Fees and Charges

Updated 5/24/18

This Attachment is part of the 8x8 Business Terms and Conditions.

Overage charges

8x8 reserves the right to charge reasonable overage fees when Customer exceeds the usage limits on Services that have such limits (including, for example, recording services on Virtual Meeting licenses and Virtual Office Pro extensions).

Call and other usage charges

- (a) "Usage charges" refer to call charges and other charges that we bill to Customer based on Customer's usage of our Services, separate from our monthly Service Fees. Every outbound call and inbound free call that originates or terminates on the Public Switched Telephone Network ("**PSTN**") or a non-8x8 VoIP network – including calls to or from a Virtual Contact Centre ("**VCC**") tenant, and calls to or from a VCC agent — will be subject to charges at the rates that we publish on our website, unless Customer has subscribed to one of our "bundled" Service Plans and the call is free of charge under the terms of that Service Plan. We publish all of our calling rates on our website and we update our international calling rates monthly on the first day of each month.
- (b) Unless the Customer Agreement provides otherwise, and subject to applicable Laws, the following rules apply to all call charges:
 - (i) the duration of each call is to be calculated on a per-second basis and rounded up to the nearest 1000th of a pence.
 - (i) when Customer attempts to make an outbound call, charges may apply regardless of whether the party on the other line answers the call;
 - (ii) calls made by Customer to mobile, rather than landline, or premium rate telephone number, may result in higher call charges;
 - (iii) charges to Customer for inbound free numbers are subject to the geographic restrictions and location of the person calling into the free number;
 - (ii) all call charges payable under the Customer Agreement will be calculated by reference to data recorded or logged by 8x8 and not by reference to data recorded or logged by Customer.

Regulatory Fees

Except where such fees are prohibited by applicable Law, 8x8 may charge Customer Regulatory Fees, including an Emergency Services Fee and/or a Regulatory Recovery Fee, in connection with the provision of telephony services. The initial rates for the Regulatory Fees shall be set forth in the quote or initial Service Order and shall be subject to periodic adjustment by 8x8. The Regulatory Fees are in addition to applicable Service Fees and are intended to reimburse 8x8 for certain third-party operational and regulatory costs incurred as a provider of interconnected voice-over-IP services.

Disconnect Fees

If Customer purchases Services pursuant to a Service Plan, Service Order or Service Agreement that expressly provides for Disconnect Fees to be charged in lieu of early termination charges, then the Customer shall be liable for such fees as set out in either the Service Plan, Service Order or Service Agreement.

Extended payment plan – payment upon early cancellation

If Customer terminates an Extended Payment Plan prior to its expiry, or the Extended Payment Plan is automatically terminated due to termination of the relevant Customer Agreement, Customer shall pay 8x8, in addition to any other fees and charges that may be due, an amount equal to (a) the monthly payment (including applicable Taxes) for such Equipment, multiplied by (b) the number of months remaining in the terminated Extended Payment Plan term as of the date of termination.

De-installation costs

Where the Customer Agreement (or a Service Order made under it) expires or is terminated for any reason other than due to a breach by 8x8 pursuant to Clause 5.1.2, and in addition to any other costs, damages or fees that will or may become due and payable on termination, the Customer shall be required to pay 8x8 a de-installation fee of £200 per Customer site.