

# **8x8 CPAAS SERVICE MODULE**

## **VIDEO INTERACTION**

**Last Updated:** November 13, 2020

**VI-1. SCOPE OF VI MODULE.** This 8x8 CPaaS Service Module – Video Interaction (this “**VI Module**”) shall apply with respect to all 8x8 Video Interaction services (the “**VI Services**”) ordered, accessed, or used by, or provided to, Customer (“**Ordered VI Services**”). The VI Services shall be considered “CPaaS Services”, and the Ordered VI Services shall be considered “Ordered CPaaS Services” for purposes of the terms of the Agreement. Capitalized terms used and not defined in this VI Module shall have the meanings assigned to them in the 8x8 CPaaS Service Terms (available at <https://www.8x8.com/cpaas-order-terms/cpaas-service-terms>) (the “**Service Terms**”).

**VI-2. ORDERING VI SERVICES.** Customer may order VI Services under the Agreement, in each case by entering into an Order for the same with 8x8 or its Affiliate. To the extent that Orders are for Ordered VI Services, they shall, subject to any continuing Customer financial obligations under the Agreement, be coterminous with this VI Module (i.e., they shall terminate, renew, and/or expire at the same time as this VI Module in accordance with Sections VI-7 (Term of VI Module) and VI-8 (Termination of VI Module)).

**VI-3. BILLING OF VI SERVICES.** The base recurring service fees for Ordered VI Services (“**VI Service Fees**”) shall (a) start to be billed and incurred as of the effective date of the applicable Order, (b) thereafter be billed and incurred at or near the beginning of the applicable billing cycle, and (c) be billed according to the billing period specified for the applicable Ordered VI Services in the Order for such Ordered VI Services (or monthly if no such period is so specified). Charges for SMS usage or any other usage that applies to VI Services shall be (i) incurred by the Customer at the time that the usage occurs and (ii) billed to Customer in arrears.

### **VI-4. 8x8 RESPONSIBILITIES WITH RESPECT TO VI SERVICES.**

**VI-4.1. VI Services Availability.** 8x8 shall, itself or through one or more of its Partners or Affiliates, (a) make the Ordered VI Services (which shall substantially conform to the applicable Documentation) available to Customer during the Effective Period as set forth in, and subject to the terms and conditions of, the Agreement and (b) provide standard support for Ordered VI Services.

**VI-4.2. VI Services Pricing Commitment.** The rates for VI Service Fees shall be as set forth in the Order under which the applicable Ordered VI Services were ordered, and such rates may not be increased during the then-current VI Term. In addition, such rates may not be increased for any subsequent VI Term, except with notification to Customer at least sixty (60) days prior to the commencement of such VI Term.

**VI-4.3. Changes to Ordered VI Services.** 8x8 may not change Ordered VI Services in any way that materially reduces their overall functionality or security, except with Customer’s written approval. 8x8 may, however, make other changes or perform upgrades to Ordered VI Services, provided that 8x8 shall provide advance notification to Customer of any such change or upgrade if reasonably practicable or otherwise promptly thereafter.

### **VI-5. CUSTOMER RESPONSIBILITIES WITH RESPECT TO VI SERVICES.**

**VI-5.1. Customer VI Subscription Commitment.** AS A MATERIAL COMMITMENT UPON WHICH PRICING AND OTHER TERMS OF THIS VI MODULE AND RELATED TERMS OF THE AGREEMENT ARE BASED, CUSTOMER SHALL BE OBLIGATED TO PAY (IN ACCORDANCE WITH SECTION 6 (PAYMENT)) OF THE SERVICE TERMS ALL VI SERVICE FEES AND RELATED TAXES FOR THE ENTIRE PERIOD BEGINNING ON THE EFFECTIVE DATE OF CUSTOMER’S FIRST ORDER OF VI SERVICES UNDER THE AGREEMENT AND CONTINUING FOR THE NUMBER OF MONTHS SPECIFIED THEREIN AS THE “TERM,” “INITIAL TERM,” OR SIMILAR PERIOD (OR, WHERE NO SUCH PERIOD IS SPECIFIED THEREIN, FOR TWELVE (12) MONTHS THEREAFTER) (THE “**VI INITIAL TERM**”) AND EACH RENEWAL VI TERM (CUSTOMER’S “**VI SUBSCRIPTION COMMITMENT**”), provided that Customer may reduce in quantity or downgrade (e.g., to a tier with a lower VI Service Fee rate) Ordered VI Services for the next renewal VI Term by providing notice of the same to 8x8 at least forty-five (45) days before the start of such renewal VI Term.

**VI-5.2. VI Usage.** Customer shall be responsible for, and shall pay in accordance with Section 6 (Payment) of the Service Terms, any charges for SMS usage or any other usage that applies to VI Services set forth at

<https://www.8x8.com/products/apis>, which charges shall accrue at the applicable rate(s) set forth at such web page at the time of the applicable usage.

**VI-6. IP RIGHTS IN RESPECT OF THE VI SERVICES.** In respect of the Ordered VI Services, the following shall apply in lieu of Section 4 (IP Rights) of the Service Terms (which shall not apply to or in respect of Ordered VI Services): To the maximum extent permitted by law, all intellectual property and other rights, title, and interest in or to the VI Services (or any elements of the 8x8 Platform related thereto) or any Documentation related thereto – and all configuration designs, code, deliverables, and other work product produced or developed by 8x8 or its Affiliates or Partners in the course of performing under the Agreement with respect to the Ordered VI Services (except to the extent such work product embodies Customer’s pre-existing intellectual property) – shall remain with, and belong exclusively to, 8x8, its Affiliates, and/or their licensors. Customer hereby assigns to 8x8 all intellectual property and other rights, title, and interest in or to any improvement, enhancement, recommendation, correction, or other feedback that Customer may provide to 8x8 or its Affiliates relating to the VI Services or such parties’ operations relating thereto, and agrees that 8x8 shall be free to use, license, assign, and exploit any ideas, concepts, know-how, or techniques contained therein for any purpose without restriction or compensation.

**VI-7. TERM OF VI MODULE.** This VI Module shall become effective beginning on the date that it is entered into and shall continue in full force and effect until the earlier of (a) the date terminated in accordance with Section VI-8.1 (Exclusive VI Module Termination Rights) and (b) the date of expiration as set forth in the next sentence (the “**VI Module Effective Period**”). At the end of the VI Initial Term and each renewal term of this VI Module (the Initial VI Term and such renewal terms, each a “**VI Term**”), this VI Module, if not earlier termination in accordance with this VI Module, shall:

- (i) expire if either Party has elected not to renew this VI Module via notice to the other Party at least thirty (30) days prior to the end of such VI Term; or
- (ii) automatically renew for a twelve- (12-) month renewal VI Term if the foregoing does not apply.

**VI-8. TERMINATION OF VI MODULE.**

**VI-8.1. Exclusive VI Module Termination Rights.** This VI Module may be terminated:

- (a) by either party with thirty (30) days’ notice to the other Party in the event of the other Party’s material breach of the Agreement (which shall include without limitation any Customer payment delinquency or Customer breach of the Use Policy) and, if such breach is reasonably capable of cure, failure to cure such breach within such notice period, provided that such cure requirement shall not apply with respect to a Customer payment delinquency where there have been two or more such delinquencies in the preceding twelve (12) months;
- (b) immediately by either Party upon notice to the other Party where the other Party experiences a Solvency Event;
- (c) by 8x8 with thirty (30) days’ notice to Customer in the event that any VI Services become subject to an actual or threatened Claim of infringement (a “**VI Infringement Claim**”) and avoidance of the alleged infringement via procurement of a license or modification or replacement of the applicable VI Services (either or both of which may be exercised by 8x8, at its sole option and expense, in the event of any VI Infringement Claim) is not commercially feasible; or
- (d) by 8x8 with thirty (30) days’ notice to Customer in the event that Customer objects to any change to this VI Module or the Service Terms proposed or made by 8x8 under Section 9 (Change in Terms) of the Service Terms.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION VI-8 (TERMINATION OF VI MODULE) STATES THE PARTIES’ SOLE AND EXCLUSIVE RIGHTS TO TERMINATE THIS VI MODULE, AND THIS VI MODULE MAY NOT OTHERWISE BE TERMINATED BY EITHER PARTY.

**VI-8.2. Effect of VI Module Termination.** In the event that this VI Module is terminated by Customer under and in accordance with clause (a) or (b) – or by 8x8 under clause (c) – of Section VI-8.1 (Exclusive VI Module Termination Rights), Customer shall be relieved of its VI Subscription Commitment for any post-termination period, and 8x8 shall refund any amounts un-used and pre-paid for Ordered VI Services for any such period. For clarity, (a) no other termination of this VI Module shall relieve Customer of such commitment (which shall survive any such termination) or entitle Customer to any refund and (b) in no event shall termination or expiration of this VI Module relieve Customer of its obligation to pay any amount incurred thereunder prior to such termination or expiration.