

# **8x8 CPAAS SERVICE MODULE**

## **VOICE MESSAGING**

**Last Updated:** October 12, 2020

**VM-1. SCOPE OF VOICE MESSAGING MODULE.** This 8x8 CPaaS Service Module – Voice Messaging (this “**Voice Messaging Module**”) shall apply with respect to all 8x8 Voice Messaging services (the “**Voice Messaging Services**”) ordered, accessed, or used by, or provided to, Customer (“**Ordered Voice Messaging Services**”). Capitalized terms used and not defined in this Voice Messaging 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**”).

**VM-2. VOICE MESSAGING USAGE.** Fees for voice messages through the Voice Messaging Services, shall (a) be incurred by the Customer at the time that the usage occurs, (b) accrue at the applicable rate(s) set forth in Customer’s Portal at the time of the applicable usage for the country in which the applicable voice message was received (notwithstanding any rates set forth in any Order or other document), (c) be billed to Customer in arrears, and (d) be paid by Customer in accordance with Section 6 (Payment) of the Service Agreement.

**VM-3. CHANGES TO VOICE MESSAGING SERVICES.** 8x8 may change or update Ordered Voice Messaging Services, provided that 8x8 shall provide advance notification to Customer of any change that it makes to Ordered Voice Messaging Services that materially reduces their overall functionality or security if reasonably practicable or otherwise promptly thereafter.

**VM-4. TERM AND TERMINATION OF VOICE MESSAGING MODULE.** This Voice Messaging Module shall become effective on the date that it is entered into and continue in full force and effect until terminated:

- (a) by Customer for convenience with thirty (30) days’ notice to 8x8;
- (b) by 8x8 for convenience with sixty (60) days’ notice to Customer;
- (c) by either Party with twenty (20) 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 breach of the Use Policy or Customer payment delinquency) 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;
- (d) immediately by either Party upon notice to the other Party where the other Party experiences a Solvency Event; or
- (e) by 8x8 with thirty (30) days’ notice to Customer in the event that any Voice Messaging Services become subject to an actual or threatened Claim of infringement.