



## 8x8 UK VIRTUAL OFFICE AND VIRTUAL CONTACT CENTRE SERVICE TERMS

Last Updated: 1 June 2020

### 1. AGREEMENT FORMATION AND CONFLICT

These 8x8 UK Virtual Office and Virtual Contact Centre Service Terms (the “**Terms**”) form part of a legally binding contract made between 8x8 UK Limited, a private company formed under the laws of England and Wales with company number 0508384 (“**8x8**”), and the individual or legal entity in whose name and to whom 8x8 agrees to provide its Services (“**Customer**”), which is created on the first occasion the Customer: (a) Enters into an Order or other document that incorporates these Terms (i.e. the Effective Date of the first Order) or otherwise agrees to or accepts these Terms, or (b) accesses or uses any SaaS Services (the “**Agreement**”).

The Agreement consists of these Terms and all Orders, SOWs, and other documents Entered into by or on behalf of Customer and 8x8 or its Affiliates in respect of Customer’s purchase and/or use of Ordered Products, and these Terms apply to all Orders for Ordered Products.

The Data Protection Appendix, which also forms part of this Agreement, and which can be found at [www.8x8.com/uk/terms-and-conditions](http://www.8x8.com/uk/terms-and-conditions), 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.

In the event of any conflict among the documents that comprise the Agreement, and unless as explicitly agreed in writing, the documents shall apply in the following order: (i) an Order (solely as to type, quantity, and pricing of the ordered Services or Equipment); (ii) an SOW (solely as to the performance of the ordered Project Services and the billing of amounts related to such Project Services); (iii) these Terms; and (iv) Orders and SOWs (as to all other terms). In the event of any conflict among the components of these Terms, the components shall apply in the following order: (1) the 8x8 UK Virtual Office and Virtual Contact centre Regional Terms (that form part of these Terms and are available at [www.8x8.com/uk/terms-and-conditions](http://www.8x8.com/uk/terms-and-conditions)) (the “**Regional Terms**”), (2) the 8x8 UK Virtual Office and Virtual Contact Centre Use Policy (that form part of these Terms and are available at [www.8x8.com/uk/terms-and-conditions](http://www.8x8.com/uk/terms-and-conditions)) (the “**Use Policy**”), and (3) all other components of these Terms.

### 2. SaaS SERVICES

**2.1. Ordering SaaS Services.** Customer may order SaaS Services under the Agreement, in each case by Entering into an Order for the same (the “**Ordered SaaS Services**”). Orders shall be deemed placed and entered into by, and shall therefore become effective and legally binding on, the Parties once Entered into by Customer (the date of execution and completion being the “**Effective Date**”). Orders shall be coterminous with the Agreement (i.e., each additional Order shall terminate, renew, and/or expire at the same time as the Agreement, in accordance with Clauses 12(Term and Renewal) and 13 (Termination)).

#### 2.2. 8x8 Responsibilities – SaaS Services

**2.2.1. SaaS Services Activation and Availability.** On the Effective Date of an Order, 8x8 shall, itself or through one or more of its vendors, subcontractors, or other service-providers (each an 8x8 “**Partner**”) or its Affiliates: (a) automatically create a tenant and Customer account for Customer, send Customer's designated administrator e-mail instructions and credentials



necessary to access the Ordered SaaS Services, assign lines and/or seats to individual Agents, and otherwise enable Customer to access and use the Ordered SaaS Services; (b) make the Ordered SaaS 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 (c) provide standard support for Ordered SaaS Services via telephone, email, and web chat during 8x8's regular business hours.

- 2.2.2. SaaS Services Pricing Commitment.** The agreed Service Fee rates for Ordered SaaS Services shall be as set out in the applicable Order. During the Initial Term, 8x8 may increase the agreed rates once in any 12-month period, 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. After the Initial Term, 8x8 may, at any time, increase such rates up to – but not in excess of – the then-current list price for the applicable Ordered SaaS Services. Additionally, when Customer orders SaaS Services for the first time in a country, such Order shall establish the Service Fee rates that 8x8 must offer for future Orders of the same Ordered SaaS Services in that country, provided that such established rates shall increase in parallel with any rate increases pursuant to this Clause. Where relevant, any initial Regulatory Fee rates for Ordered SaaS Services shall be as set out in the applicable Order.
- 2.2.3. Changes to Ordered SaaS Services.** 8x8 may not change Ordered SaaS Services in any way that materially reduces their overall functionality or security (based on customary usage in the United States (“US”), the United Kingdom (“UK”), Australia, and Canada (the “Primary Markets”)), except with Customer's prior written approval. 8x8 may, however, make other changes or perform upgrades to Ordered SaaS Services, provided that 8x8 shall provide advance notice to Customer of any such change or upgrade if reasonably practicable, but otherwise promptly thereafter.
- 2.2.4. Content.** Customer shall remain the owner of its Content. The Parties acknowledge and agree that: (a) 8x8's and its Affiliates' role with respect to Content, if any, shall be that of a passive conduit, and (b) neither 8x8 nor any of its Affiliates or Partners shall be responsible for or have any involvement in determining or creating such Content or determining the recipients or destinations of any communications through Ordered SaaS Services.

## **2.3. Customer Responsibilities – SaaS Services**

- 2.3.1. Customer Subscription Commitment.** As a material commitment upon which pricing and other terms of the Agreement are based, Customer is obligated to pay (in accordance with Clause 7 (billing and payment)) all Service Fees, Regulatory Fees (if applicable), and Taxes related to Ordered SaaS Services for the entire Initial Term and any Renewal Term (the Customer's “Subscription Commitment”), other than where Customer terminates this Agreement in accordance with Clause 13.1 or 8.3.6. If the Agreement or any Ordered SaaS Services are terminated, cancelled or Reduced for any other reason, Customer shall, on termination, immediately pay 8x8 an early termination charge equal to the monthly Service Fees and Taxes associated with the terminated Ordered SaaS Services, multiplied by the number of months then remaining of the Initial Term or the Renewal Term, as the case may be. To avoid any doubt, Customer may Reduce any Ordered SaaS Services for the next Renewal Term by providing 8x8 written notice of such Reduction at least sixty (60) days prior to the commencement of such Renewal Term.
- 2.3.2. Usage.** Customer shall be responsible for any and all applicable usage charges which are not included as standard in their Ordered SaaS Services as set out at [www.8x8.com/uk/terms-and-conditions](http://www.8x8.com/uk/terms-and-conditions) and <https://www.8x8.com/uk/resources/tools/international-call-rates>.
- 2.3.3. Use Policy Compliance.** Customer accepts, agrees and shall comply with the requirements of the Use Policy.
- 2.3.4. Registration Information.** Customer shall be responsible for the accuracy and legality of all account, Agent, and registration information (including without limitation Customer's legal name, registered number and payment information, Customer/Agent contact information, and



any Personal Data included within such information) ("**Registration Information**"), and the means of its acquisition.

- 2.3.5. Network Requirements.** Customer shall be responsible for ensuring that all aspects of its network environment(s) adhere to the applicable standards and requirements specified in the Documentation and are configured appropriately to its proposed use of Ordered SaaS Services.
- 2.4. SaaS Services Limitations.** Customer acknowledges and agrees that: (a) the Ordered SaaS Services will not be uninterrupted, error-free, or available one-hundred percent (100%) of the time (e.g., they may be unavailable during periods of planned or unplanned downtime and communications may not always be delivered to their intended destination or without loss of data), (b) a single log-in is provided for each 8x8 Virtual Office extension; and, except with respect to conference and other extensions specifically designed for conference or multi-party use ("**Conference Extensions**"), such log-in and extension is provided solely for use by a single Agent, (c) data transmitted or stored through the SaaS Services may be exported in a variety of ways (including without limitation via third-party integrations, other features that interoperate with third-party offerings, or local or external download), (d) the SaaS Services are not intended to and should not be used for back-up or long-term storage of data, and (e) 8x8 shall not be responsible for any such exported data or (subject to Clause 8) any loss of such stored data. Use of 8x8 mobile applications may utilise underlying third-party cellular and/or data services and thus may use such services' allotted units and/or result in usage or other charges associated with such third-party services.
- 2.5. Third-Party Offerings and Integrations.** Customer's relationship and dealings (including without limitation any collection or use of data) with providers of non-8x8 offerings that interoperate with the Ordered SaaS Services (e.g., third-party applications for which SaaS Services integrations are available) or that are used in connection with the SaaS Services (e.g., broadband, MPLS, and equipment leasing services) ("**Providers**") shall in each case, and where relevant, be governed by Customer's agreement with the applicable Provider and shall be outside the scope of the Agreement. In no event shall 8x8 be liable or responsible: (a) under any such agreement or for any act or omission of any Provider or any operation of its offering (e.g., any accessing, modification, or deletion of data), regardless of whether 8x8 endorses, refers Customer to, approves of Customer's use of, or agrees to bill and/or collect behalf of such Provider or designates any such offering as "certified," "approved," "recommended," etc., (b) for supporting any such third-party offering, or (c) (except as expressly set forth in an SOW) for ensuring the continued availability or operation of any such offering or any SaaS Services integrations or other features designed to interoperate with such offering, and such integrations or features may be discontinued at any time.
- 2.6. Suspension and Restriction.** In addition to 8x8's other rights and remedies under the Agreement, 8x8 may: (a) suspend some or all of the Ordered SaaS Services where 8x8 reasonably determines that such suspension is necessary to avoid actual or likely harm or damages to, or liability for, any Party or where Customer has breached the Agreement and/or (b) place reasonable limitations or restrictions on the use of any Ordered SaaS Services that are being used in breach of the Use Policy. 8x8 shall notify Customer of any such suspension in advance of any suspension if reasonably practicable, or otherwise promptly thereafter. None of the foregoing actions by 8x8 shall relieve Customer of any of its obligations under the Agreement, except that Customer shall not be liable for any fees for any suspended Ordered SaaS Services for the period of such suspension if it was not due to, or as a result of, Customer's breach of the Agreement.
- 3. EQUIPMENT**
- 3.1. Ordering Equipment.** Customer may order equipment related to the Ordered SaaS Services, in each case by Entering into an Order (the "**Ordered Equipment**"). The pricing for Ordered Equipment shall be as set out in the applicable Order. Equipment-related pricing, discounts, and promotions (e.g., free shipping) provided in an Order shall apply solely to that Order. 8x8 makes no commitment and shall have no obligation with respect to future pricing for or availability of equipment.
- 3.2. 8x8 Responsibilities - Equipment.** 8x8 shall, itself or through its Affiliates or Partners, provide the Ordered Equipment to Customer and pass through to Customer the manufacturer's standards twelve- (12) month warranty (or an extended warranty if permitted by the manufacturer). Customer may return any defective Ordered Equipment covered by warranty by obtaining a return authorisation number from



8x8 and returning the Ordered Equipment securely (and insured for loss or damage whilst in transit) to an address specified by 8x8, in which case 8x8 shall replace the Ordered Equipment at no charge and pay the reasonable associated shipping costs.

- 3.3. Customer Responsibilities - Equipment.** Customer shall, in accordance with Clause 7 (Billing and Payment), pay for all Ordered Equipment and for all shipping and related charges. All shipments of Ordered Equipment shall be F.C.A. (free carrier). Title and risk of loss or damage shall pass to Customer upon delivery to the carrier. For international shipments Customer shall be deemed the importer of Ordered Equipment for all purposes. Customer shall be responsible for all lost, stolen, or broken equipment (except to the extent covered by warranty), and for ensuring that any externally-acquired equipment used with Ordered SaaS Services is in reasonable working condition and configured in accordance with 8x8's technical requirements.
- 3.4. Equipment Payment Plans.** Where Ordered Equipment is ordered pursuant to an Extended Payment Plan or similar financing option (an "EPP"), Customer shall pay for such Ordered Equipment according to such EPP's schedule and for such EPP's entire term, which shall be as set out in the applicable Order. If the EPP is not set out in the Order, the payment schedule shall be monthly and the term shall be twenty-four (24) months. Customer may terminate any EPP for convenience with thirty (30) days' advance notice to 8x8. In the event of termination of any EPP for any reason, all unpaid amounts owed thereunder shall become immediately due and payable.

#### **4. PROJECT SERVICES**

As an additional and separate service to the Ordered SaaS Services, 8x8 may from time to time, in each case in its sole discretion, offer to perform Project Services. Customer may order Project Services under the Agreement ("**Ordered Project Services**"), in each case by Entering into an Order and/or written statement of work for the same with 8x8 or its Affiliate (an "**SOW**"). 8x8 shall, itself or through its Affiliates or Partners, perform the Ordered Project Services in a professional and workmanlike manner, with reasonable skill and care, and in accordance with the terms of the applicable SOW (which shall set forth the other terms and pricing related to the Ordered Project Services), *provided* that Customer's sole and exclusive remedies for 8x8's breach of this Clause shall be as set out in the applicable SOW. Customer shall pay all fees and other amounts set out in the applicable Order and/or SOW for Ordered Project Services in accordance with Clause 7 (Billing and Payment) and any other terms set out in the relevant SOW.

#### **5. ORDERS AND PARTY AFFILIATES; 8x8 SUBCONTRACTING**

8x8 may, in each case in its sole discretion:

- 5.1.** permit a Customer Affiliate to order Services and Equipment, in which case, with respect to such Orders, (a) references to "Customer" in the Agreement shall be deemed to include such Customer Affiliate, and (b) Customer shall remain fully, including jointly and severally, liable under the Agreement;
- 5.2.** designate an 8x8 Affiliate to Enter into one or more Orders or SOWs with Customer or a Customer Affiliate, in which case, with respect to such Orders or SOWs (unless otherwise agreed in writing by the Parties), (a) the Agreement's references to "8x8" shall include such 8x8 Affiliate (as well as 8x8) (provided that the 8x8 Affiliate shall be deemed to be the service provider under such Orders or SOWs) and (b) 8x8 shall remain fully, including jointly and severally, liable under the Agreement; and
- 5.3.** subcontract the performance of 8x8's obligations under the Agreement, provided that 8x8 shall remain responsible for performance of such obligations and for such subcontractors' actions or omissions in performing such obligations.

#### **6. TAXES**

Customer is responsible for paying all taxes, levies, imports, duties, charges, fees or similar governmental assessments, including value-added tax ("**VAT**") and – where relevant - sales, use, withholding, public utility or universal service taxes/fees, or emergency services surcharges, in each case as assessed or assessable by any governmental, fiscal or other authority, or recoverable by 8x8, in respect of Ordered



Products, other than those assessable against 8x8 based solely on its income (collectively, “**Taxes**”). Any Taxes set out in a quote or Order shall be non-binding estimates, calculated by 8x8 in good faith based on the service address(es) provided by Customer. If Customer asserts an exemption from any Taxes, Customer must 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. To the extent required by law, Customer may deduct those relevant amounts from the Billed Amounts for or on account of any Taxes and/or withholdings of any nature imposed by any governmental, fiscal or other authority, provided that Customer shall: (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 (such as Australia). Customer shall account for and remit any such Taxes on Services and Equipment in such jurisdictions.

## **7. BILLING AND PAYMENT**

### **7.1. Billing.** Except to the extent an Order expressly provides otherwise:

- 7.1.1.** Service Fees and other monthly-recurring charges shall be billed monthly in advance, call and other usage charges shall be billed monthly in arrears;
- 7.1.2.** Service Fees, other monthly-recurring charges and call and other usage charges shall start to be incurred on the Effective Date of such Order;
- 7.1.3.** one-time Services charges, including Project Services fees, shall be incurred on the Effective Date of the applicable Order, and Equipment-related charges shall be incurred upon shipment of the Equipment;
- 7.1.4.** an order invoice will be made available to the Customer through the 8x8 support portal and emailed to the Customer’s nominated email address shortly after the execution and placing of an Order, and such order invoice will include the first thirty (30) days of such amounts for Ordered SaaS Services. Thereafter, monthly invoices for Service Fees, other monthly-recurring charges, Ordered Equipment on an EPP and call and other usage charges shall be made available through the portal and emailed to the Customer on a monthly basis on or around the second day of each calendar month;
- 7.1.5.** Service Fees, other monthly-recurring charges and call and other usage charges for all Ordered SaaS Services and any EPP for Ordered Equipment under the Agreement shall be consolidated into one monthly invoice; and
- 7.1.6.** where the Customer requests the provision of invoices by any other means other than through the 8x8 support portal or via email, and where 8x8 agrees, 8x8 reserves the right to charge an administration charge of £10 per invoice.

### **7.2. Payment terms.** Except to the extent an Order expressly provides otherwise, all amounts billed to Customer by or on behalf of 8x8 or its Affiliate in respect of Ordered Products (“**Billed Amounts**”) shall be collected via direct debit or when available recurring credit card payments according to the following process:

- 7.2.1. Direct Debit Payments:** Where Customers’ aggregate Service Fees and other monthly recurring charges under the Agreement are £500.00 or less (excluding any Usage), payment shall be due 3 business days from the invoice date. Where Customer’s aggregate Service Fees and other monthly recurring charges under the Agreement exceed £500.00 (excluding any Usage) payment shall be due 10 business days from the invoice date. By providing a signed direct debit mandate to 8x8, Customer authorises its bank to pay 8x8 for all Billed Amounts due and payable. Customer agrees to notify 8x8 promptly of any change to such information.
- 7.2.2. Credit Card Payments:** Payment shall be taken on or around the date of the Invoice. By providing its credit card details, Customer authorises its credit card company to pay 8x8 for all Billed Amounts due and payable. Customer acknowledges and accepts that any Add on Orders



will not be pro-rated until the next billing date and will be charged separately from any other Orders thereby multiple payments may be required within a monthly period.

- 7.2.3.** All Ordered Products provided to Customer on credit shall be subject to 8x8's review and approval of Customer's credit. 8x8, in its reasonable discretion, may discontinue or limit Customer's credit at any time, require a deposit or bank guarantee, or place a limit on the amount of charges that Customer can incur before making payment.
- 7.2.4.** Any 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 law, whichever is less.
- 7.2.5.** 8x8 reserves the right to suspend the Services provided to the Customer without notice if the direct debit or recurring credit card payment is cancelled. The suspension shall continue until such time an alternative payment method has been agreed or a recurring payment method has been reinstated.
- 7.3. Disputes.** Except as provided in this Clause 7.3 and Clause 6 (Taxes), Customer shall pay all Billed Amounts without counter-claim, set-off, withholding, or deduction of any sort. If Customer believes in good faith that a Billed Amount was not actually incurred under the Agreement, Customer may dispute such Billed Amount by providing notice to 8x8 by email to: [billingteamUK@8x8.com](mailto:billingteamUK@8x8.com) within thirty (30) days of the date of relevant invoice. Such notice must specify the particular Billed Amount(s) in dispute and the basis of the dispute in reasonable detail. Failure to dispute a Billed Amount within such period shall constitute a complete and irrevocable waiver of Customer's right to dispute such Billed Amount. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice and any charges which are no longer in dispute shall be paid within 10 days. For any charges which remain in dispute at the end of the 30-day period, 8x8 may exercise any available remedies for breach (without regard to any further notice requirement or opportunity to remedy under these Terms, which shall be deemed waived).
- 7.4. Promotions.** Promotion, discount, or related codes must be provided to 8x8 prior to Entering the relevant Order(s), may not be used cumulatively or retroactively, and may be changed or discontinued by 8x8 at any time in its sole discretion. In no event shall promotional rates or pricing apply for a period longer than the term or period for which they were provided, and if not stated no longer than the Initial Term.
- 8. DATA PROTECTION AND SECURITY**
- 8.1. Relationship of the Parties:**
- 8.1.1.** the Customer is the controller of Customer Personal Data; and
- 8.1.2.** 8x8 acts as a controller of 8x8 Personal Data and a processor of Customer Personal Data under the 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/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: (a) permit the Customer to share such Personal Data with 8x8; and (b) allow 8x8 to otherwise collect, use or process such Personal Data in accordance with the Agreement (including but not limited to such Personal Data that 8x8 may collect directly from 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 other end users that 8x8 is processing Personal Data in accordance with the Agreement and for notifying or otherwise directing such Agents and end users to the 8x8





#### Privacy Policy.

**8.2.4.** Customer agrees to notify 8x8 of: (a) any limitations in its privacy notice to data subjects; (b) 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 the 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 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 where the recipient has 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 this 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 from: (a) accidental or unlawful destruction, and (b) loss, alteration, unauthorised disclosure of, or access to the Customer Personal Data (a "**Security Incident**").

**8.3.6. Subcontracting:** the Customer consents to 8x8 engaging third party subprocessors to process the Customer Personal Data for the Permitted Purpose provided that: (a) 8x8 maintains an up-to-date list of its subprocessors at the 8x8.com website, which it shall update with details of any change in subprocessors at least 10 days' prior to any such change; (b) 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 (c) 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 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: (a) 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 (b) 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 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 such 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:** Prior to the termination or expiry of the Agreement, and without prejudice to the provisions of the Agreement that contemplates data storage, Customer shall (at the Customer's own cost) request the return of any Customer Personal Data which is in 8x8's possession or control that Customer wishes to retain. Otherwise, on termination or expiry of this Agreement, 8x8 shall destroy all Customer Personal Data which is in 8x8's possession or control. This requirement shall not apply to the extent that 8x8 is required by 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 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. Such reports shall be subject to the confidentiality provisions of the Customer Agreement.

**8.4. 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.

**8.5. Internet.** Customer acknowledges that its use of the Ordered SaaS 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 Agreement, 8x8 shall not be responsible or liable for any delay, loss, alteration or interception of Customer Data in the course of its transmission through and between networks not owned and/or operated by 8x8.

**8.6. Liability.** Customer acknowledges that 8x8 relies on Customer for direction as to the extent to which 8x8 is entitled to use and process the Customer Personal Data. Consequently, 8x8 will only be liable for a claim brought by a data subject in relation to Customer Personal Data arising from:

**8.6.1.** Any failure by 8x8 to comply with its obligations under Clause 8.3.5; or





**8.6.2.** 8x8 having acted outside or contrary to lawful instructions provided by Customer under this Agreement or the relevant regulator to 8x8.

**8.7. Conflict.** In the event of any conflict between the data protection terms in any Regional Terms and this Clause 8, unless specified otherwise this Clause 8 will prevail.

## **9. CHANGE IN TERMS**

8x8 may not change these Terms in any manner that would materially reduce Customer's rights or benefits, or materially increase Customer's obligations or liability, under the Agreement, except where 8x8 provides Customer with at least thirty (30) days' notice of such change. Where Customer objects (via written notice to 8x8) to such change before the end of the notice period, such change shall not take effect during the then-current Initial Term or renewal term (as applicable), but shall take effect if and when the Agreement renews (i.e., on the first day of the Agreement's Renewal Term, if any). Where Customer fails to object to such a change, such change shall take effect at the end of the notice period. 8x8 may make other changes to these Terms (including without limitation adding Regional Terms for a new country or region) by posting the changes to [www.8x8.com/uk/terms-and-conditions](http://www.8x8.com/uk/terms-and-conditions). The changes shall be effective on posting.

## **10. GENERAL REPRESENTATIONS AND WARRANTIES; WARRANTY DISCLAIMER**

Each Party represents and warrants that it is a bona fide business, has the power and authority to enter into and perform its obligations under the Agreement, and is not relying upon any statements, commitments, representations, or warranties other than those expressly set out in the Agreement. Customer represents and warrants that its orders or purchases are not contingent on the delivery of any future functionality or feature. Except for the warranties expressly provided by 8x8 in the Agreement, to the maximum extent permitted under applicable law, 8x8 makes no warranties and disclaims all warranties in relation to the Services, Equipment, and/or the Agreement, whether expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose and non-infringement.

## **11. RIGHTS IN AND TO THE SERVICES AND FEEDBACK**

To the maximum extent permitted by law, all intellectual property and other rights, title, and interest in or to the Documentation or the Services and related software, applications, functionalities, APIs, tools, and interfaces (the "8x8 Platform") – 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 (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 suggestion, improvement, enhancement, recommendation, correction, idea, or other feedback that Customer may provide to 8x8 or its Affiliates relating to their operations or the Services or Equipment, 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.

## **12. TERM AND RENEWAL**

The Agreement shall become effective on the date that the Parties enter into the Agreement and continue in full force and effect until the earlier of: (a) the date terminated in accordance with Clause 13 (Termination) or 8.3.6, or (b) subject to any prescribed renewal or termination rights relevant to the Customer set out in the Regional Terms, the date of expiration as set out below (the "**Effective Period**"):

- (i) At the expiry of the Initial Term, if either Party has elected not to renew the Agreement via written notice to the other Party served at least thirty (30) days prior to the end of the Initial Term; or
- (ii) On the basis no election was made pursuant to (i) above, at the expiry of each Renewal Term if either Party elects not to renew the Agreement via written notice to the other Party served at least thirty (30) days prior to the end of such Renewal Term; or
- (iii) Where the Customer has elected via written notice to 8x8 at least thirty (30) days prior to the end of the Initial Term or a Renewal Term to continue on a month-to-month basis (i.e., automatically renew



for successive one (1) calendar month renewal terms) at list price, on the expiry of thirty (30) days' written notice of termination made by the Customer to 8x8 pursuant to this clause.

### 13. TERMINATION

**13.1. Termination Rights.** The Agreement may be terminated:

**13.1.1.** by Customer within the first thirty (30) calendar days of the initial Order's Effective Date without paying 8x8 the full amount of Service Fees owed for the Services subscribed to in the initial Order for remainder of the Initial Term, provided

13.1.1.1. 8x8 receives written notice from the Customer confirming termination no later than the thirtieth (30th) day from the Effective Date; and

13.1.1.2. Customer pays for all Service Fees incurred for the period prior to such termination (calculated pro-rata), any one-time Charges (such as implementation and professional services), and all call and usage charges (including any post-termination usage).

**13.1.2.** by either Party on thirty (30) days' written 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 failure or Customer breach of the Use Policy) and, if such breach is reasonably capable of remedy, failure to remedy such breach within the notice period, provided that such remedy requirement shall not apply with respect to a Customer payment failure where Customer has previously committed a payment failure;

**13.1.3.** immediately by either Party upon notice to the other Party where the other Party experiences a Solvency Event;

**13.1.4.** by 8x8 on thirty (30) days' notice to Customer in the event that any SaaS Services become subject to an actual or threatened Claim of infringement (an "**Infringement Claim**") and avoidance of the alleged infringement via procurement of a license or modification or replacement of the applicable SaaS Services (either or both of which may be exercised by 8x8, at its sole option and expense, in the event of any Infringement Claim) is not commercially feasible;

**13.1.5.** by 8x8 on thirty (30) days' notice to Customer in the event that Customer objects to any change to these Terms proposed or made by 8x8 under Clause 9 (Change in Terms); or

**13.1.6.** by 8x8 on thirty (30) days' notice to Customer in the event that 8x8 determines in good faith that such termination is necessary to comply with a law, regulation, or court or administrative order or ruling.

**13.2. Effect of Termination.** On termination of the Agreement for any reason, subject to any continuing Customer financial obligations under the Agreement, all Orders, SOWs, and EPPs shall immediately terminate. In the event that the Agreement is terminated by Customer under and in accordance with Clause 13.1.1 or 13.1.2 (or Clause 8.3.6) – or by 8x8 under Clause 13.1.3, 13.1.4, or 13.1.5, Customer shall be relieved of its Subscription Commitment for any post-termination period, and 8x8 shall refund any amounts un-used and pre-paid for Ordered SaaS Services for any such period. For clarity: (a) no other termination of the Agreement shall relieve Customer of its Subscription Commitment (which shall survive any such termination) or entitle Customer to any refund and (b) in no event shall termination or expiration of the Agreement relieve Customer of its obligation to pay any amount incurred thereunder prior to such termination or expiration.

### 14. INDEMNIFICATION

**14.1.** 8x8 shall: (a) defend Customer, its Affiliates, and their personnel (collectively, the "**Customer Parties**") from and against any Indemnified IP Claim threatened or brought against any of them by any third party, and (b) indemnify and hold harmless the Customer Parties against any damages, solicitors' fees, defence costs, and other losses (collectively, "**Losses**") payable by them pursuant to the adjudication or settlement of any Indemnified IP Claim. Customer shall (i) defend 8x8, its Affiliates, and their personnel (collectively, the "**8x8 Parties**") from and against any action, claim, demand, suit, investigation, inquiry, or



proceeding (each a “**Claim**”) threatened or brought against any of them by any third party that arises out of or results from Customer’s Content or any actual or alleged breach of the Agreement by Customer and (ii) indemnify and hold harmless the 8x8 Parties against any Losses payable by any of them pursuant to the adjudication or settlement of any such Claim.

- 14.2.** An indemnified Party shall: (a) provide the indemnifying Party prompt notice upon becoming aware of such a 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. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

- 15.1. Exclusion of Consequential Damages.** To the maximum extent such damages can be excluded under applicable law, neither Party nor its Affiliates or Partners shall be liable to the other Party or any other person for any incidental, consequential, special loss, loss of profits, revenues or goodwill, (subject to Clause 8.3.5) loss or corruption of data, business interruption, or delay in performance, whether direct or indirect or whether from breach or repudiation of contract, breach of warranty, negligence, tort, strict liability or otherwise, from or in connection with the Agreement or the Services provided thereunder, and whether or not the Party has been advised of the possibility of such damages. For the avoidance of doubt, neither the losses against which either Party is expressly obligated to indemnify as contemplated by Clause 14 – or the claims against which either Party is expressly obligated to defend - nor the fees or other amounts that Customer is expressly obligated to pay to 8x8 or its Affiliates under the Agreement (including without limitation any early termination charges) shall be deemed to be damages or losses of the sort excluded in this Clause 15.1. The exclusion of damages set out in this Clause shall not apply to a Party’s liability for incidental or consequential damages arising from that party’s breach of Clause 17 (Confidentiality Obligations) but excluding Personal Data where such exclusion shall apply.

- 15.2. Liability Cap.** To the extent permitted by applicable law, the maximum liability of either Party and/or its Affiliates or Partners under the Agreement, or arising out of the Services provided thereunder, 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 under the Agreement (excluding Equipment purchases) during the twelve (12) months preceding the first incident out of which the liability arose. The foregoing limitation: (a) shall apply (i) on a cumulative basis (rather than per incident) and (ii) regardless of whether such persons were advised of the possibility of such damages; and (b) shall not apply to either party’s liability under Clause 14 (Indemnification); Customer’s liability for fees or other amounts that Customer is expressly obligated to pay to 8x8 or its Affiliates under the Agreement (including without limitation any early termination charges), or Clause 17 (Confidentiality Obligations) but excluding Personal Data where such limitation shall apply).

- 15.3. No Exclusion.** Notwithstanding the foregoing, nothing in these Terms excludes or limits either Party’s liability for personal injury or death caused by negligence or for fraud (including fraudulent misrepresentation), deliberate breach or wilful abandonment.

## **16. DISPUTE RESOLUTION**

Each Party shall, before initiating an arbitration, court or other action, suit, or proceeding against the other Party, its Affiliate, or their personnel in respect of any Covered Claim (each a “**Proceeding**”), provide written notice to the other Party describing in reasonable detail its contentions and the specific provisions of the Agreement, if any, allegedly breached. The Parties shall work diligently and in good faith for thirty (30) days following such notice to attempt to resolve the dispute, including without limitation by ensuring that knowledgeable executives of each Party hold at least one meeting (in person or by video or tele-conference) to such end. If the Parties fail to resolve the dispute within such thirty (30) day period, either Party may thereafter initiate the Proceeding in accordance with these Terms (and without satisfying any further notice or remedy period under the Agreement).



## 17. CONFIDENTIALITY

- 17.1.** Either Party may, directly or through its Affiliate, Partner, or advisor, or any representative of any of the foregoing, disclose or otherwise make available to the other Party or its representatives (collectively, the “**Recipient**”) trade secrets and/or pricing, product, business, or technical information of or concerning the disclosing Party (the “**Discloser**”) or its Affiliates or Partners which the Discloser indicates is confidential or proprietary, or which, by its nature, would reasonably be expected to be confidential or proprietary (“**Confidential Information**”). For avoidance of doubt, the pricing and other terms of the 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, (c) is already known to Recipient at the date of receipt of the information pursuant to the Agreement, provided such prior knowledge can be substantiated by appropriate evidence, or (d) is independently developed by Recipient without the use of any Confidential Information, provided such independent development can be substantiated by documentary evidence.
- 17.2.** The Recipient agrees: (a) to keep the Discloser’s Confidential Information confidential and disclose it only (i) to its Representatives, Affiliates, Partners and advisors 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 Agreement.
- 17.3.** Each party acknowledges that its breach of Clause 17.2 may result in immediate and irreparable harm to Discloser, for which there may be no adequate remedy at law, and Discloser shall be entitled to equitable relief to compel Recipient to cease and desist all unauthorised use and disclosure of Discloser’s Confidential Information in addition to monetary damages and such other relief as the courts may determine is appropriate.

## 18. MISCELLANEOUS

- 18.1. Notices.** Except as expressly provided elsewhere in the Agreement, any notice to be provided pursuant to this Agreement shall be provided as follows: (a) to Customer – via email to the email address specified by Customer in connection with its initial Order of Services or via personal service, overnight courier, recorded mail or (where relevant) airmail (collectively, “**Delivery**”) to any postal address provided by Customer in connection with such Order and (b) to 8x8, either [tobillingteamUK@8x8.com](mailto:tobillingteamUK@8x8.com) for notice of billing disputes, or to [uk-support@8x8.com](mailto:uk-support@8x8.com) for notice of breach and notice of Claims, and for all other notices to 8x8 under these Terms via Delivery to the address specified in the Order. Either Party may change any of its designated notice addresses via notice to the other Party. Notices shall be deemed effective and received as follows: (i) via Email – the first business day after the date sent (without any undeliverable notification being returned), (ii) via Personal Service – the date delivered to the noticed Party, (iii) via Overnight Courier – the first business day after the date delivered to the overnight courier, (iv) via registered mail– the second (2nd) business day after the date sent, and (v) via airmail – the seventh (7th) business day after the date sent.
- 18.2. Governing Law; Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 18.3. Force Majeure.** Neither Party shall be considered in breach of, or have any liability under, the Agreement as the result of any failure or delay in such Party’s performance thereunder caused by events beyond



such Party's reasonable control, including without limitation act of God; fire, flood, hurricane, earthquake, tsunami, or other natural disaster; riot; war; terrorism; government action or intervention; embargo; strike; destruction of facilities; late or failed delivery by suppliers; unavailability of power or Internet services; or network or carrier issues, provided that the foregoing shall not apply to either Party's payment obligations under the Agreement.

**18.4. Entire Agreement; Amendment.** The documents comprising the Agreement constitute the entire agreement between the Parties in respect of the Ordered Products and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to thereto. The Agreement may not be amended, except via both Parties' execution of a written amendment or as otherwise expressly provided in these Terms. In no event shall the terms of any purchase order or similar document delivered by or on behalf of Customer or its Affiliate to 8x8 or its Affiliate in connection with the Agreement (to which 8x8 hereby objects) become part of, apply to, or modify or supersede the Agreement's terms.

**18.5. Severability.** If any provision of the Agreement is deemed illegal, invalid, or unenforceable, in whole or in part, under applicable Law, the Agreement shall be deemed amended as and to the extent necessary to render its terms valid, enforceable under applicable law, and, to the greatest extent possible, consistent with the Parties' original intent.

**18.6. Waiver.** Except to the extent expressly otherwise provided in the Agreement, (a) either Party's failure to exercise or enforce any right or remedy under the Agreement shall not constitute a waiver of such right or remedy and (b) no waiver of any right or remedy shall be enforceable against a Party unless in writing and otherwise conforming with these Terms.

**18.7. Assignment; Binding Effect.** The Agreement shall be binding upon the Parties' heirs, successors, and permitted assigns. Customer may not assign the Agreement or assign its rights or delegate its obligations thereunder, in whole or in part, except (a) (to the extent in connection with a bona fide sale of Customer or substantially all of its assets to a third party) with ten (10) days' prior notice to 8x8 or (b) with 8x8's prior express written consent. In connection with any such proposed or actual assignment or delegation by Customer, Customer shall provide such information and documentation concerning the assignee or delegee as 8x8 might reasonably request, and Customer shall remain jointly liable for the obligations of such assignee or delegee. For the avoidance of doubt, 8x8 may assign its rights and/or delegate its obligations under the Agreement, in part or in full, to one or more of its Affiliates.

**18.8. No Third-Party Beneficiaries.** Except as expressly stated in the Agreement, the Agreement is 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 Ordered SaaS Services.

**18.9. Document Execution/Acceptance.** Use of DocuSign, or any other widely-used method of verifiable electronic signature and delivery, shall be a valid method of execution and/or delivery of all documents under the Agreement. Any document or other content related to or proposed for addition to the Agreement that is prepared by 8x8 and sent to, and then Entered into by, Customer shall be deemed accepted and Entered into by Customer upon Customer's completion of such process.

**18.10. Interpretation.** The headings in the documents comprising the Agreement are solely for the convenience of reference and shall not be given any effect in the construction or interpretation of thereof. References in the Agreement to a 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 the owner or controller of the web site.

**18.11. Survival.** Clauses 2.3.1 (Customer Subscription Commitment), 14 (Indemnification), 15 (Exclusions and Limitations of Liability), 16 (Dispute Resolution), and 17 (Confidentiality) shall survive termination or expiration of the Agreement, as shall any other provision that by its nature is intended to so survive.

**18.12. Definitions.** In addition to the terms defined within these Terms, the following capitalised terms shall have the following meanings when used in the Agreement:

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



**“Affiliate”**: an entity that directly/indirectly controls or is controlled by or under common control with the applicable person.

**“Agent”**: an individual authorised to use, administer, or perform actions with respect to Ordered SaaS Services through Customer’s account (as an agent, administrator, or otherwise), as identified through a unique log-in.

**“Applicable Data Protection Law”**: 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 the Agreement, including: (a) in member states of the European Union: the EU General Data Protection Regulation (EU) 2016/679 (GDPR), and the EU Directive 2002/58/EC (ePrivacy Directive), and all relevant member state laws or regulations giving effect to or corresponding with any of them; (b) any judicial or administrative interpretation of any of the above, any binding: guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority; and (c) without limiting the above provisions, specifically for the United Kingdom: the Data Protection Act 2018; in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time.

**“Content”**: Customer’s content of all communications transmitted, received, and/or stored through any Ordered SaaS Services.

**“controller”, “processor”, “data subject”, “Personal Data Breach”, “processing” (and “process”)**: has the meanings given in Applicable Data Protection Law.

**“Covered Claim”**: a Claim that one Party intends to assert against the other Party, its Affiliates, or any of their personnel, other than (a) provisional remedies related to Claims related to infringement or misappropriation of intellectual property, (b) Claims of 8x8 or its Affiliate relating to Billed Amounts not disputed in accordance with these Terms, and (c) Claims that the other Party is expressly required to defend under the Agreement.

**“Customer Data”**: any of the following data and information provided by Customer, or collected or obtained in connection with, Customer’s acquisition or use of the Services or 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 Personal Data”**: 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 Services in accordance with the Customer's instructions

**“Documentation”**: user manuals and technical documentation related to the SaaS Services posted to [www.8x8.com](http://www.8x8.com) or otherwise made available by 8x8 to its customers from time to time but excluding marketing or promotional materials.

**“Entered”**: execution or completion of a document (such as an Order), which may be by physically signing, applying an electronic signature or by completing an 8x8 “click-through” or “click to accept” process (and Enter or Entering shall be construed accordingly).

**“Indemnified IP Claim”**: a Claim alleging that the SaaS Services, as used in accordance with the Agreement and the Documentation, infringe any patent, trademark, or copyright enforceable under the laws of a Primary Market or a member state of the European Union, excluding any Claim based upon: (a) the combination, operation, or use of SaaS Services with any non- 8x8 product, device, service, or software; (b) the alteration or modification of SaaS Services other than by 8x8 or its authorised subcontractors; or (c) 8x8’s or its Partner’s alteration or modification of SaaS Services at Customer’s request.

**“Initial Term”**: the period commencing on and from the earlier of: (a) Effective Date of Customer’s first Order, or (b) from when the Customer otherwise agrees to or accepts these Terms, or accesses or uses any SaaS Services, and continuing for number of months set out in the first Order as either the ‘Term’, ‘Initial Term’ or similar period; or, if no such period is set out, for a term of thirty-six (36) months.





**“Order” (or “Service Order”)**: an 8x8-prepared written or electronic order Entered into by Customer with 8x8 or its Affiliate for the provision of Services and/or Equipment, pursuant to the Agreement,

**“Ordered Products”**: All Services and Ordered Equipment.

**“Party”**: each of 8x8 and Customer (together, the **“Parties”**).

**“Personal Data”**: has the meaning given in Applicable Data Protection Law; and includes “personal data” within the meaning of any relevant Regional Terms.

**“Project Services”**: services related to the configuration of Ordered SaaS Services, network assessments, Agent training, porting or similar work or services.

**“Reduction”**: a reduction in quantity of, or a downgrade in, Ordered SaaS Services (for example, a downgrade to a tier with a lower Service Fee rate).

**“Regulatory Fees”**: monthly fees (which are not Service Fees, Taxes, or government-imposed charges), including Emergency Services Fees (or E911 Service Fee in the US) and Regulatory Recovery Fees (in the US), charged by 8x8 or its Affiliate for each number (including without limitation toll free and virtual numbers) associated with telephony Ordered SaaS Services, to offset costs incurred by 8x8 and its Affiliates in complying with inquiries from, and obligations imposed on them by, regulatory bodies and/or governmental agencies.

**“Renewal Term”**: each additional and successive period of twelve (12) months, following the expiry of the Initial Term.

**“Retail Prices Index”, or “RPI”**: the All Items Retail Price Index as published by the Central Statistical Office for HM Treasury from time to time.

**“SaaS Services”**: the 8x8 Virtual Office and 8x8 Virtual Contact Centre services (whether stand-alone, included in 8x8 Editions, 8x8 X Series, or otherwise bundled with other services), including all components thereof.

**“Services”**: Ordered SaaS Services and/or Ordered Project Services.

**“Service Fees”**: the base recurring fees for Ordered SaaS Services.

**“Solvency Event”**: a bankruptcy, reorganisation, insolvency, or similar proceeding not dismissed within thirty (30) days; dissolution; becoming insolvent or bankrupt; or the making of an assignment for the benefit of creditors.