



8x8 DORA ADDENDUM

05-2025

DORA-1. APPLICABILITY.

1.1 This addendum ("**Addendum**") applies if and to the extent that Customer is a financial entity to whom DORA applies and so far as the Services constitute information and communication technology (ICT) services. This Addendum forms part of the agreement under which 8x8 provides services to Customer.

1.2 Part 1 of this Addendum applies to all Services provided by 8x8 to Customer pursuant to the terms of the Agreement which are ICT services. Part 2 of this Addendum applies only to the Services (or part thereof) which are ICT services and are used by Customer to support a critical or important function.

1.3 In the event that Customer ceases to be within scope of or otherwise subject to DORA in connection with its use of the Services, this Addendum will terminate immediately and will cease to have any further effect.

DORA-2. DEFINITIONS AND INTERPRETATION.

2.1 In this Addendum, the following terms have the meanings given below unless the context otherwise requires:

(a) "Agreed Service Levels" means 8x8's obligations to provide the ICT services in substantial conformance with the 8x8 Documentation, as set forth in the service terms.

(b) "Customer Data" means all information Customer sends, receives or stores through the 8x8 SaaS Services.

(c) "competent authority" means the national regulatory entity that is responsible for overseeing Customer's activities.

(d) "cyber threats" means any potential circumstance, event or action that could damage, disrupt or otherwise adversely impact network and information systems, the users of such systems and other persons.

(e) "critical or important function" means a function, the disruption of which would materially impair the financial performance of Customer, or the soundness or continuity of its services and activities, or the discontinued, defective or failed performance of that function would materially impair the continuing compliance of Customer with the conditions and obligations of its authorisation, or with its other obligations under applicable financial services law.

(f) "DORA" means Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending

Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011.

(g) "financial entity" has the meaning given in Article 2(2) of DORA.

(h) "ICT incident" means a single event or series of linked events that is unplanned and that: (i) compromises the security of the Services; and (ii) causes an adverse impact on the availability, authenticity, integrity or confidentiality of Customer's data or on the Services. For the avoidance of doubt, near misses and other events or series of linked events that pose a risk to the security of the Services but which do not involve an actual compromise to security or an actual adverse impact as described in paragraph (ii) of this definition will not be considered to be an 'ICT incident'.

(i) "ICT services" means the 8x8 SaaS Services provided to Customer.

(j) "Implementing Regulations" means any legally binding delegated or implementing regulation issued by a competent authority pursuant to DORA including regulatory technical standards.

(k) "Regulator" means a government body, regulatory body, competent authority or resolution authority (wherever located) with binding authority to regulate Customer's business activities under DORA.

(l) "Required TLPT" means threat-led penetration testing or pooled threat-led penetration testing by an external tester that: (a) Customer is required to undertake in accordance with DORA and the Implementing Regulations; (b) concerns a critical or important function that is supported by the Services; and (c) will or may impact on the Services.

(m) "resolution authorities" means the national regulatory entity that is empowered to apply resolution tools and exercise resolution powers in respect of Customer.

(n) "Security Terms" means the Data Processing Addendum ("**DPA**") in Customer's service agreement or posted to the "Legal Information Hub" at www.8x8.com/legal if Customer does not have a service agreement.

(o) "Services" means the products or services provided by 8x8 to Customer under the Agreement that constitute ICT services.

(p) "Subcontractor" means, in respect of any Services which support a critical or important function or part thereof, a

third-party engaged by 8x8 to provide all or part of such Services.

(q) "threat-led penetration test" or "TLPT" means a framework that mimics the tactics, techniques and procedures of real-life threat actors perceived as posing a genuine cyber threat, that delivers a controlled, bespoke, intelligence-led (red team) test of the financial entity's critical live production systems.

2.2 Where a term is defined above, any definition of that term set out elsewhere in the Agreement will not apply in this Addendum.

2.3 If there is any conflict or inconsistency between the provisions of this Addendum and the other provisions of the Agreement, the provisions of this Addendum will prevail over the other provisions in the Agreement to the extent of such conflict or inconsistency.

DORA-3. GENERAL. Customer Addendum: 8x8 does not accept the application of any terms or conditions that Customer may have shared, sent or issued to 8x8 with respect to any contractual or operational resilience requirements relating to DORA and the Implementing Regulations ("Customer Addendum"). This Addendum will take effect to the exclusion of any Customer Addendum.

Part 1

DORA-4. SERVICE DESCRIPTION AND SUBCONTRACTING.

4.1 A description of the Services is set out in the Agreement.

4.2 Customer acknowledges that 8x8 engages certain subcontractors, including the Subcontractors, to provide aspects of the Services. The subcontracted aspects of the Services may support critical or important functions of Customer or parts thereof. Details of the Subcontractors as at the Effective Date are specified at the Legal Information Hub.

4.3 8x8 will remain responsible for all acts and omissions of its subcontractors (including the Subcontractors) in respect of the subcontracted services.

DORA-5. LOCATION OF SERVICE.

5.1 The locations from where the Services are to be provided and where Customer Data is to be processed, including the storage location (if applicable), are set out at the Legal Information Hub (the "**Service Locations**"). 8x8 will notify Customer in advance of any changes to the Service Locations provided Customer has submitted a request for email notice of subprocessor updates to 8x8_subprocessor_notification@8x8.com.

DORA-6. INFORMATION SECURITY STANDARDS.

6.1 8x8 will implement and maintain appropriate information security standards to ensure availability, authenticity, integrity and confidentiality of Customer Data.

DORA-7. RECOVERY OF CUSTOMER DATA. In the event that the Agreement terminates or expires, or on the insolvency, resolution or discontinuation of the business operations of 8x8, 8x8 will:

(a) provide Customer with access to, and the means to recover, all Customer Data in 8x8's possession or control (in an easily accessible format); and

(b) if requested by Customer and subject to payment of a reasonable charge to allow 8x8 to recover its reasonable time and costs incurred in doing so, return to Customer all Customer Data in 8x8's possession or control (in an easily accessible format),

provided that 8x8 may retain copies of any data which it is required to maintain to comply with applicable law.

DORA-8. SERVICE LEVELS.

8.1 8x8 will ensure that the Services are provided so as to meet the Agreed Service Levels (as updated and revised from time to time).

DORA-9. INCIDENT MANAGEMENT.

9.1 8x8 will provide such assistance as Customer may reasonably require where an ICT incident occurs that is related to the Services.

9.2 8x8 may charge Customer for any assistance provided pursuant to paragraph 9.1 in accordance with 8x8's standard rate card.

DORA-10. COOPERATION WITH REGULATORS.

10.1 8x8 will fully cooperate with Regulators (including other persons appointed by them) in the course of such Regulators performing their regulatory functions in relation to the Services. Customer must notify 8x8 if it receives inquiries from a Regulator which relate to the Services.

10.2 8x8 may charge Customer for any assistance provided pursuant to paragraph 10.1 in accordance with 8x8's standard rate card.

DORA-11. ADDITIONAL CUSTOMER TERMINATION RIGHTS.

11.1 Subject to the remaining provisions of this paragraph 11, Customer may terminate the relevant Services by giving written notice to 8x8 in the following circumstances:

- (a) 8x8 has committed a significant breach of applicable laws or regulations or the Agreement;
- (b) Customer can reasonably demonstrate that there are circumstances that are capable of altering the performance of the Services including material changes that affect the Agreement or the situation of 8x8;
- (c) Customer can reasonably demonstrate that there are weaknesses pertaining to 8x8's overall ICT risk management, and in particular in the way 8x8 ensures the availability, authenticity, integrity and confidentiality of Customer Data;
- (d) where the competent authority can no longer effectively supervise Customer as a result of the conditions of, or circumstances related to, the Agreement; or
- (e) where required to do so by a Regulator.

11.2 Customer must provide written notice to 8x8 in accordance with the terms of the Agreement of any circumstances that Customer considers would allow it to terminate pursuant to paragraphs 11.1(a) to (d) with sufficient detail to allow 8x8 at least thirty (30) days to remedy those circumstances before exercising any right that Customer may have to terminate the relevant Services. Customer may only terminate if the relevant circumstances remain unremedied at the expiry of the thirty (30) day remedy period.

11.3 If Customer exercises its right to terminate under paragraph 11.1 other than as a result of a breach by 8x8 of the Agreement, Customer must pay the remainder of its Subscription Commitment and will have no ability to bring a claim for breach of contract or otherwise against 8x8 in connection with this Agreement.

DORA-12. CUSTOMER TRAINING PROGRAMMES. If appropriate, and subject to 8x8's agreement, Customer may require 8x8 key personnel to participate in Customer's security awareness programmes and operational resilience training prior to being involved in the provision of the Services and/or granted access to Customer Data. 8x8 may charge Customer for such participation in accordance with 8x8's standard rate card including reasonable expenses.

Part 2

DORA-13. REPORTING AND MATERIAL DEVELOPMENTS. 8x8 will not materially reduce the 8x8 SaaS Services' overall functionality (based on customary usage in the "Primary

Market," consisting of the United States, the United Kingdom, Australia, and Canada) without Customer's written consent. However, 8x8 may make other changes to the 8x8 SaaS Services, and will inform Customer of them in advance, if reasonably practicable, or else promptly thereafter.

DORA-14. BUSINESS CONTINUITY AND SECURITY.

14.1 8x8 will implement, maintain and test appropriate business continuity plans at regular intervals.

14.2 8x8 will maintain ICT security measures, tools and policies that provide an appropriate level of security for the provision of Services.

DORA-15. THREAT-LED PENETRATION TESTING.

15.1 8x8 will participate and fully cooperate in Required TLPT.

15.2 Customer must:

- (a) provide no less than 90 days' notice to 8x8 if it intends to conduct Required TLPT;
- (b) identify jointly with 8x8 which parts of the Service form part of the relevant underlying information, communication, and/or technology systems, processes and technologies supporting Customer's critical or important function(s);
- (c) enter into, or require 8x8 to enter into, a contractual arrangement with a qualified, industry-recognised external tester approved by 8x8 (not to be unreasonably withheld), taking into account the potential adverse impact on the quality or security of 8x8 services and customers and on the confidentiality of data relating to 8x8's services;
- (d) ensure effective risk management controls will be applied in respect of the TLPT in order to mitigate the risks of any potential impact on data, damage to assets, and disruption to critical or important functions, services or operations relating to 8x8's services and customers;
- (e) comply with 8x8 policies and procedures relating to information security and operational resilience so far as the Required TLPT may impact the Services or 8x8's other services or customers, including those policies and procedures described in the Security Terms; and
- (f) comply with all applicable laws and regulations relating to the Required TLPT.

15.3 Customer must exercise its rights under this clause and must ensure that any external tester performs the Required TLPT in a risk-based and proportional manner, and at least in accordance with industry standards, taking into account the legal requirements, the context and the nature of the Service.

15.4 Customer must reimburse 8x8 for all fees, costs and expenses reasonably incurred by 8x8 in connection with the performance of Required TLPT.

15.5 Customer will remain responsible for all of its, and any external tester's, acts and omissions in connection with the Required TLPT.

DORA-16. SUBCONTRACTING.

16.1 Where 8x8 engages a Subcontractor, 8x8 will have in place a written agreement, which, to the extent reasonably possible, includes:

- (a) monitoring and reporting obligations of the Subcontractor towards 8x8;
- (b) appropriate measures to ensure the continuity of the subcontracted services;
- (c) service levels that will enable 8x8 to meet the Agreed Service Levels (where applicable);
- (d) appropriate ICT security standards; and
- (e) appropriate rights of access, inspection and audit as are granted to Customer and relevant Regulators by 8x8 under paragraph 17 of this Addendum.

16.2 8x8 may take into account if a Subcontractor has been designated as a critical ICT third-party service provider under DORA in determining the extent to which the written agreement with the Subcontractor must comply with paragraph 16.1.

16.3 8x8 will assess risks associated with the location of the Subcontractor and its parent company, and the location from which the relevant aspect of the Services will be provided.

16.4 8x8 will ensure the continuity of the aspects of the Services which support the critical or important functions of Customer (where applicable) throughout the chain of subcontractors in case of failure by a Subcontractor to meet its contractual obligations.

Material Changes to Subcontracting

16.5 8x8 will provide prior notice of any material changes to its arrangement with a Subcontractor with regards to the provision of the Services (or part thereof) supporting Customer's critical or important functions.

16.6 Where Customer, acting reasonably, considers that a planned material change to 8x8's arrangement with a Subcontractor exceeds Customer's risk tolerance, Customer may object to the proposed material change and provide reasons for

its objection within 10 days after receiving notice of the planned material change.

16.7 8x8 will use reasonable efforts to resolve Customer's objection within three months of receiving it and may nevertheless proceed with the planned material change. If 8x8 is unable to resolve Customer's objection within such time period and Customer demonstrates that the planned material change exceeds its risk tolerance (acting reasonably), Customer will be entitled to terminate the relevant Services on written notice to 8x8.

DORA-17. AUDIT.

17.1 8x8 grants Customer, a third party appointed by Customer and the Regulators (each a "Requester") the right to access, inspect and audit:

- (a) 8x8's performance of the Service; and
 - (b) 8x8's compliance with the Agreement generally (the "Audit Right"),
- in accordance with this paragraph 17.

17.2 To the extent reasonably possible, 8x8 will (i) fully cooperate with a Requester in its exercise of the Audit Right to perform on-site inspections and audits, and (ii) allow the Requester to take copies of relevant documentation on-site if such documentation is critical to 8x8's operations.

17.3 Customer must give 8x8 at least 60 days' prior written notice before the proposed date(s) on which the Audit Right will be exercised by Customer or a third party appointed by Customer, unless such notice is not possible due to an emergency or crisis situation or the requirement of a Regulator. In such prior written notice, Customer must include: (i) a detailed information request list, and (ii) where applicable, the identity of the third party appointed by Customer to exercise the Audit Right.

17.4 Where Customer wishes to appoint a third party to exercise the Audit Right:

- (a) Customer must ensure such third party is not a competitor of 8x8;
- (b) Customer must verify that the third party and its personnel exercising the Audit Right have the necessary skills, knowledge and experience to exercise the Audit Right; and
- (c) the third party must enter into confidentiality arrangements with 8x8 on terms satisfactory to 8x8 (acting reasonably).

17.5 Customer and any third party appointed by Customer must only exercise the Audit Right during 8x8's standard

business hours, unless this is not possible due to an emergency or crisis situation or the requirement of a Regulator.

17.6 Customer and any third party appointed by Customer must exercise the Audit Right in a risk-based and proportional manner, and at least in accordance with industry standards, taking into account the legal requirements, the context and the nature of the Services.

17.7 In advance of exercising any Audit Right, Customer must first consider if one or more of the following elements are sufficient to provide the required level of assurance:

- (a) independent audit reports made on behalf of 8x8;
- (b) audit reports of 8x8's internal audit function;
- (c) 8x8's third-party certifications; and
- (d) the use by Customer of other relevant available information or other information that 8x8 makes available to Customer.

17.8 Customer and any third party appointed by Customer must ensure that its exercise of the Audit Right does not hinder 8x8's ability to provide the Services or carry out its normal business.

17.9 Customer must enter into, or require any third party appointed by Customer, to enter into contractual arrangements with 8x8 as 8x8 considers appropriate taking into account the potential adverse impact on the quality or security of 8x8 services and customers and on the confidentiality of data relating to 8x8's services.

17.10 Customer must comply, and ensure that any third party appointed by Customer complies, with 8x8 policies and procedures relating to information security and operational resilience so far as the Audit Right may impact the Services or 8x8's services and customers.

17.11 If the exercise of the Audit Right by Customer or any third party appointed by Customer could, in 8x8's reasonable opinion, affect the rights of another customer of 8x8 (for example, an impact on service provision, service levels, availability of data or 8x8's confidentiality obligations), 8x8 and Customer must agree alternative assurance levels.

17.12 The Audit Right may be exercised by Customer (including via any third party appointed by Customer) no more than once during any twelve (12) month period, unless a more frequent exercise of the Audit Right is required by a Regulator. Each exercise of the Audit Right will be planned for a maximum duration of one (1) business day, unless a longer period is required by a Regulator.

17.13 Customer must reimburse 8x8 for all fees, costs and expenses reasonably incurred by 8x8 in connection with the exercise of the Audit Right.

DORA-18. EXIT.

18.1 Upon termination or expiry of the Agreement, Customer may require the Services to continue for a transitional period of up to three (3) months following the effective date of the termination or expiry of the Agreement ("Transition Period"), subject to Customer continuing to pay in full for the Services provided by 8x8. The Agreement (or relevant parts of the Agreement) will continue in full force and effect during the Transition Period.

18.2 Customer must specify the type and quantity of the Services it requires 8x8 to perform during the Transition Period and the period for which such Services are required by written notice to 8x8:

- (a) at least 60 days prior to the effective date of the termination of the Agreement; or
- (b) where Customer cannot comply with paragraph 18.2(a), as soon as reasonably practicable prior to the effective date of the termination of the Agreement, but Customer acknowledges that notice shorter than 60 days may impair 8x8's ability to provide transition Services.

18.3 If requested by Customer, 8x8 may agree to provide additional support and assistance to Customer during the Transition Period to support an efficient and orderly transition of the Services to Customer or a replacement supplier. Any such support and assistance (including the applicable fees) will be agreed between the parties in a separate Order or similar document.

18.4 8x8 will permit Customer to download Customer Data in a readily accessible format during the Transition Period (at the sole cost and expense of Customer).

18.5 8x8 may retain copies of any data which it is required to maintain to comply with applicable law but is not obliged to retain Customer Data after it has informed Customer that it will be deleted.