

8x8 CPaaS SERVICE MODULE

CHAT APPS

Last Updated: September 23, 2020

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

CA-2. ORDERING CHAT APPS SERVICES. Customer may order Chat Apps Services by entering into an Order for the same with 8x8 or its Affiliate. To the extent that Orders are for Ordered Chat Apps Services, they shall be coterminous with this Chat Apps Module. Upon placement of an Order in accordance with this Section CA-2 (Ordering Chat Apps Services), 8x8 or its Affiliate shall provision the Ordered Chat Apps Services through Customer’s created account and provide Customer’s applicable Users access to such Ordered Chat Apps Services through such account.

CA-3. CHAT APPS SET-UP AND SERVICE FEES. Set-up fees for Chat Apps Services shall be incurred on the effective date of the applicable Order. The base recurring fees for Ordered Chat Apps Services (“**Chat Apps 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, (c) be billed according to the billing period specified for the applicable Ordered Chat Apps Services in the Order for such Ordered Chat Apps Services (or monthly if no such period is so specified), and (d) accrue at the rate(s) set forth for such Chat Apps Services in such Order, provided that 8x8 may update such rates(s) via at least sixty (60) days’ advance notification to Customer (in which case such updated rate(s) shall begin to apply as of the effective date of such update).

CA-4. CHAT APPS USAGE. Fees for messaging through the Ordered Chat Apps Services, including without limitation any third-party passthrough fees for such messaging (such passthrough fees the “**Passthrough Fees**”), shall (a) be incurred by the Customer at the time that the usage occurs, (b) accrue at the applicable rate(s) set forth within Customer’s account in Customer’s Portal at the time of the applicable usage (notwithstanding any rates set forth in any Order or other document), provided that the rates for Passthrough Fees shall be as set forth at the time of the applicable usage at www.8x8.com/products/apis/chat, (c) be billed to Customer in arrears, and (d) be paid by Customer in accordance with Section 6 (Payment) of the Service Terms.

CA-5. CHANGES TO CHAT APPS SERVICES. 8x8 may change or update Ordered Chat Apps Services, provided that 8x8 shall provide advance notification to Customer of any change that it makes to Ordered Chat Apps Services that materially reduces their overall functionality or security if reasonably practicable or otherwise promptly thereafter.

CA-6. TERM AND TERMINATION OF CHAT APPS MODULE. This Chat Apps 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 by 8x8 with thirty (30) days’ notice to Customer in the event that any Chat Apps Services become subject to an actual or threatened Claim of infringement.