

RESELLER SECURITY SUPPLEMENT

1. SECURITY PROGRAM

8x8 believes security is a shared responsibility. 8x8 attests and affirms that it abides by, at a minimum, the security standards listed in this supplement to protect data it controls or processes. 8x8 requires that Resellers meet or exceed the same security standards when protecting data that Reseller controls or processes. Both 8x8 and Reseller will ensure the integrity of data stored or transmitted including through any respective Partners. Collectively, this includes protecting against any reasonably anticipated threats or hazards to the security or integrity of data as well as preventing unauthorized use or disclosures of data.

8x8 requests that Resellers will ensure there is a written information security program of policies, procedures, and controls aligned to the ISO27001 Series, or substantially equivalent standard, governing the processing, storage, transmission, and security of applicable data (the “**Security Program**”). The Security Program will include industry-standard practices designed to protect data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. 8x8 respectively maintains its own Security Program. Both 8x8 and Reseller will update their respective security programs to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that no such update will materially reduce the overall level of commitments or protections provided (including as described herein).

1.1 SECURITY ORGANIZATION. There will be a Chief Information Security Officer, or equivalent executive, that is designated as responsible for coordinating, managing, and monitoring the information security function, policies, and procedures.

1.2 POLICIES. The information security policies will be: (i) documented; (ii) reviewed and approved by management, including after material changes; and (iii) published, and communicated to personnel and contractors, including appropriate ramifications for non-compliance.

1.3 RISK MANAGEMENT. There will be information security risk assessments performed as part of a risk governance program that is established with the objective to regularly test, assess, and evaluate the effectiveness of a Security Program. Such assessments will be designed to recognize and assess the impact of risks and implement identified risk reduction or mitigation strategies to address new and evolving security technologies, changes to industry standard practices, and changing security threats.

2. CERTIFICATIONS AND AUDITS

2.1 CERTIFICATIONS AND ATTESTATIONS. Reseller will establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO27001, ISO27018, SOC 2 Type 2 (or equivalent standards) for the Security Program. At least once per calendar year, an assessment against such standards and audit methodologies by an independent third-party auditor will be obtained for environments where data is stored. Resellers who do not yet have a relevant industry standard certification must comply with the standards.

2.2 AUDIT. Reseller will allow for and contribute to annual due diligence questionnaire audits that include access to reasonable and industry recognized documentation evidencing the policies and procedures governing the security and privacy of data and the Security Program and at no additional cost. The information will include documentation evidencing the Security Program, including the privacy policies and procedures regarding management of data, as well as copies of certifications and attestation reports (including audits) listed above, where applicable. To the extent that Reseller has not reasonably been able to satisfy its audit requirements by following the procedure outlined in this section, 8x8 will provide Reseller with such further assistance as may reasonably be required (in accordance with the assistance obligations described herein) to substantially satisfy such requirements.

3. PHYSICAL, TECHNICAL, AND ORGANIZATIONAL SECURITY MEASURES

3.1 PHYSICAL SECURITY MEASURES.

3.1.1. DATA CENTER FACILITIES. The data center facilities will include: (1) physical access restrictions and monitoring that will include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (e.g. fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (2) fire detection and fire suppression systems both localized and throughout the data center floor.

3.1.2. MEDIA. For deletion of data, an industry standard such as NIST 800-88 (or substantially equivalent) will be used for the deletion of sensitive materials, including data, before final disposition of such media.

3.2 TECHNICAL SECURITY MEASURES.

3.2.1. ACCESS ADMINISTRATION. Access by personnel to data will be conducted in a manner that: (i) is protected

by authentication and authorization mechanisms; (ii) requires personnel to be assigned a unique user account; (iii) restricts the sharing of individual user accounts; (iv) requires strong authentication with complex passwords; (v) ensures accounts are lock-out enabled; (vi) requires access over a VPN; (vii) requires access privileges be based on job requirements limited to that necessary for the applicable personnel to undertake their duties; (viii) ensures access is revoked upon termination of employment or consulting relationships; and (ix) requires access entitlements be reviewed by management quarterly.

3.2.2. LOGGING AND MONITORING. The production infrastructure log activities will be centrally collected, secured in an effort to prevent tampering, and monitored for anomalies by a trained security team.

3.2.3. FIREWALL SYSTEM. Firewall technology will be installed and managed to protect systems and inspect ingress connections. Managed firewall rules will be reviewed in accordance with then-current operating procedures, which will be reviewed no less frequently than quarterly.

3.2.4. VULNERABILITY MANAGEMENT. Vulnerability scans will be performed within the environment to determine potential vulnerabilities in accordance with then-current security operating procedures, which will be at least quarterly. When software vulnerabilities are revealed and addressed by a vendor patch, the patch will be obtained from the applicable vendor and applied within an appropriate risk-based timeframe in accordance with the then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in production systems.

3.2.5. ANTIVIRUS. Antivirus, anti-malware, and anti-spyware software will be updated on regular intervals and centrally logged.

3.2.6. CHANGE CONTROL. Changes to the environment will be reviewed to minimize risk. Such changes will be implemented in accordance with then-current standard operating procedure.

3.2.7. CONFIGURATION MANAGEMENT. Standard hardened configurations for the system components within the environment will be maintained using industry standard hardening guides, such as guides from the Center for Internet Security.

3.2.8. DATA ENCRYPTION IN TRANSIT AND AT REST. Industry standard encryption will be used to encrypt data in transit over public networks as well as when data is at rest.

3.2.9. ILLICIT CODE AND SECURE SOFTWARE DEVELOPMENT. Both 8x8 and Reseller will follow the secure software development and code review practices described in this section to prevent harm from malware, such as from viruses, worms, date bombs, time bombs, or shut down devices. Software will be developed using secure application development policies and procedures aligned with industry standard practices such as the OWASP Top Ten (or a substantially equivalent standard). Personnel responsible for secure application design and development will receive appropriate training regarding secure application development practices.

3.2.10. SECURE CODE REVIEW. Where applicable to 8x8 or Reseller, a combination of static and dynamic testing of code will be performed prior to the release of such code. Vulnerabilities will be addressed in accordance with the then-current software vulnerability management program. To address vulnerabilities where code has been made available, software patches will be regularly made available.

3.3 ORGANIZATIONAL SECURITY MEASURES.

3.3.1. PERSONNEL SECURITY. Background screening will be performed on all employees and all contractors who have access to data in accordance with applicable standard operating procedure and subject to applicable Law.

3.3.2. SECURITY AND PRIVACY AWARENESS TRAINING. Security and privacy awareness training and education will be provided to employees and contractors who have access to data. Such training will be conducted at time of hire and at least annually throughout employment.

3.3.3. VENDOR RISK MANAGEMENT. Any vendor that accesses, stores, processes, or transmits data will be assessed to ensure it has appropriate security and privacy controls.

3.3.4. SOFTWARE AND ASSET INVENTORY. An inventory of the software components (including, but not limited to, open-source software) used in the environment will be maintained.

3.3.5. WORKSTATION SECURITY. Security mechanisms on personnel workstations, including firewalls, anti-virus, and full disk encryption with a minimum of AES 128-bit encryption will be implemented and maintained. Personnel will be restricted from disabling security mechanisms.

4. SERVICE CONTINUITY

4.1 DATA LOCATION. Reseller will host the purchased instances in data centers which have attained SSAE 18 Type 2 attestations or have ISO 27001 certifications (or equivalent or successor attestations or certifications).

4.2 DATA BACKUP. Back-ups will be performed on all controlled data in accordance with the then-current operating best practices.

4.3 DISASTER RECOVERY. An Information Security Contingency Plan (“ISCP”) to address disaster recovery will be maintained that is consistent with industry standards for the environment and will: (i) test the ISCP at least once every year; (ii) make available summary test results that will include the actual recovery point and recovery times; and (iii) document any action plans within the summary test results to promptly address and resolve any deficiencies, concerns, or issues that prevented or may prevent the environment from being recovered in accordance with the ISCP.

4.4 BUSINESS CONTINUITY. A business continuity plan (“BCP”) will be maintained to minimize the impact from an event to 8x8’s provision and support of the 8x8 Products. Reseller is requested to implement a BCP as a similar business practice. Any BCP will: (i) include processes for protecting personnel and assets and restoring functionality in accordance with the time frames outlined therein; and (ii) be tested annually and updated based on any deficiencies identified during such tests.

5. MONITORING AND INCIDENT MANAGEMENT

5.1 INCIDENT MONITORING AND MANAGEMENT. System events are monitored and analyzed in a timely manner. Response teams will be escalated to and engaged as necessary to address a security incident.

5.2 BREACH NOTIFICATION.

5.2.1. NOTIFICATION. 8x8 will report any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to data (“Breach”) without undue delay following determination by 8x8 that a Breach has occurred. Reseller will do the same with respect to any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to data.

5.2.2. REPORT. The initial report will be made to designated security or privacy contact(s) (e.g. for Reseller, contacts designated in 8x8’s customer support portal (or if no such contact(s) are designated, to the primary technical contact designated by End Customer). As relevant information in relation to the Breach is collected or otherwise becomes available, such information will be provided without undue delay to comply with notification obligations under applicable data protection Laws. In particular, to the extent reasonably possible and applicable, 8x8 will provide End Customer with the information described in Article 33 of GDPR.

5.2.3. DATA CONTROLLER OBLIGATIONS. Reseller will cooperate with 8x8 in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident (including any Breaches), identify its root cause(s), and prevent a recurrence. End Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted data subjects in relation to any Breach and for providing such notice.

6. PENETRATION TESTS

6.1 BY A THIRD-PARTY. For each family release, skilled third-party vendors will perform penetration testing on the applications, should they exist.

7. SHARED SECURITY RESPONSIBILITY

7.1 SECURITY CONTACT. Reseller agrees to identify and maintain appropriate security contact(s) for all information security incidents and information security-related communication.

7.2 LIMITATIONS. Notwithstanding anything to the contrary in this supplement or other parts of the Agreement, 8x8’s obligations herein are only applicable to the 8x8 Products. This supplement does not apply to: (i) other information shared with 8x8; (ii) data in End Customer’s VPN or a third-party network; and (iii) any data processed by End Customer or its Users in violation of the Agreement or this supplement.