

RESELLER SERVICE LEVEL AGREEMENT (UCaaS/CCaaS)

Version: January 17, 2024

This Reseller Service Level Agreement (UCaaS/CCaaS) (this “SLA”) is made available by 8x8, Inc. or its affiliate (“8x8”) and applies to the entity purchasing the Covered Services (as defined immediately below) (“you”) if your agreement with 8x8 (the “MSA”) so provides. See also Section SLA-3 (at the end of this SLA) for other defined terms.

“Covered Services”	8x8’s unified communications (“UCaaS”) and contact center (“CCaaS”) services, including our X Series.
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SLA-1. SERVICE AVAILABILITY

SLA-1.1. Commitment. 8x8 commits to monthly Service Availability of **99.999%** for the Covered Services (this is 8x8’s “Uptime Commitment”). “Service Availability” is calculated by subtracting from 100% the percentage of minutes during the month of Unplanned Downtime.

SLA-1.2. Service Credits. If 8x8 fails to meet its Uptime Commitment in any given month, you will have the right to request a service credit in the amount listed in the table below, as a percentage of your total Service Fees for the Covered Services for that month:

Service Availability %	Service Credit %
99.90% to 99.998%	5%
99.50% to 99.899%	10%
99.00% to 99.499%	30%
Less than 99.000%	30% plus 5% credit for each 0.1% of lost availability, up to a max of 50% credit.

In addition, if you open an 8x8 support ticket related to Unplanned Downtime exceeding .001% in any given month, 8x8 will provide you with available, relevant analytics and information at your request.

SLA-1.3. Scheduled Maintenance. 8x8 will: (a) use best efforts to conduct Scheduled Maintenance only outside of normal business hours in the region applicable to the Territory (e.g. between 11:00 PM and 5:00 AM US-Central time for North America); (b) notify you at least 72 hours before any Scheduled Maintenance that 8x8 anticipates will last up to 1 hour; and (c) advise you at least 5 days before any Scheduled Maintenance that 8x8 anticipates will last longer than 1 hour. Scheduled Maintenance will never exceed 2 hours per month in aggregate.

SLA-2. REQUIREMENTS

To receive a service credit under this SLA, you must (a) open an 8x8 support ticket regarding the issue giving rise to such service credit within 2 business days after the issue occurred, (b) request such service credit via notice to 8x8 within 30 days after you become eligible for it (otherwise, you waive your right to such credit), and (c) keep your account in good standing. 8x8 will apply any service credit to your bill for the next month after you request it in accordance with this SLA. 8x8’s data and records will be the sole and exclusive basis for all calculations and determinations relating to this SLA. This SLA sets forth the sole and exclusive remedies relating to 8x8’s Uptime Commitment and any Unplanned Downtime, outages, feature or functionality unavailability, or interruptions relating to the Covered Services.

SLA-3. DEFINITIONS

When used in this SLA, the following capitalized terms have the following meanings:

“Force Majeure”: an event beyond a party’s reasonable control, including 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 (e.g. DDoS); or network or carrier issues.

“month”: a calendar month.

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“Scheduled Maintenance”: any unavailability, interruption, inoperability, or downtime of the Covered Services in connection with planned maintenance, care, upgrades, patches, or similar work by 8x8 itself or through its vendors, subcontractors, or other providers or affiliates.

“Service Fees”: the base recurring fees for the Covered Services payable to 8x8.

“Unplanned Downtime”: the complete unavailability of substantially all Covered Services excluding unavailability due to Scheduled Maintenance or a force majeure event (and for clarity, Unplanned Downtime does not include inability to access ordered Covered Services while they are available to be accessed, *e.g.*, due to issues with customer networks, ISPs, carriers, connectivity, or devices used to access Covered Services).