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**SERVICE AGREEMENT (v. 2024-04-01)**

**1. AGREEMENT; APPLICABILITY; CONFLICT.** Your “Agreement” with 8x8 created on your initial Order’s effective date (the “Effective Date”) consists of this Service Agreement, your Order(s), and any SOW(s). In any conflict, their order of precedence is: (1) Orders; (2) SOWs (as to Project Services therein); and (3) this Service Agreement. In any conflict, the order of precedence for the components of this Service Agreement is: (i) the Data Processing Addendum (“DPA”) on the “Legal Information Hub” at [www.8x8.com/legal](http://www.8x8.com/legal); (ii) the “Use Policy” on the Legal Information Hub; and (iii) the Service Agreement’s other terms. Please note, in addition to in-text definitions, this Service Agreement contains definitions in Section 20.12 (Definitions).

**2. ORDERS.** You may order 8x8 Solutions only via an order issued by 8x8 or its Affiliate (an “Order”), which will specify the product, quantity, duration, auto-renewal, pricing, and other relevant parameters. Orders become binding when you execute them by completing an 8x8-approved execution process.

**3. SUBSCRIPTION OFFERINGS.**

**3.1. Subscription Periods.** 8x8 prices and sells certain 8x8 Solutions on a subscription basis. “Subscription Periods” are successive, discrete periods of time during which 8x8 will make the applicable 8x8 Solutions available and you must pay for them. The initial Subscription Period runs from the Subscription Start Date to the Subscription End Date, and when it ends the applicable 8x8 Solution automatically renews for successive Renewal Subscription Periods stated in the Order unless you or 8x8 decline to renew them in accordance with the terms of the Agreement. 8x8 may increase Fees once every twelve months during a Subscription Period by a percentage up to the percentage increase in the Consumer Price Index during the prior twelve months.

**3.2. Subscription Commitment.** You must pay all Fees during each applicable Subscription Period (this is your “Subscription Commitment”). All applicable 8x8 Solutions of the same type (e.g. UCaaS Services, CCaaS Services, JaaS Services, etc.) terminate or renew together (i.e. are coterminous) unless an Order says otherwise. During a Subscription Period, you may only cancel or downgrade subscription 8x8 Solutions (“Canceling”) (a) if 8x8 materially breaches its obligations relating to that 8x8 Solution and fails to cure after thirty days’ notice, (b) if 8x8 undergoes a Solvency Event, or (c) if a Product Schedule permits. If you Cancel under (a) or (b) above, or if a Product Schedule so allows, your post-Cancellation Subscription

Commitment for the applicable 8x8 Solutions will end and 8x8 will refund any unused and prepaid Fees for the post-Cancellation period. No other Cancellation will relieve any Subscription Commitment or entitle you to any refund, and no Cancellation will relieve your obligation to pay for amounts incurred prior to Cancellation or for any post-Cancellation Usage. You may Cancel subscriptions for a Renewal Subscription Period by giving 8x8 forty-five days’ notice before that period begins, but you may Cancel month-to-month subscriptions by giving thirty days’ notice before the next one-month subscription period begins. 8x8 may decline to renew subscription 8x8 Solutions by giving you thirty days’ notice before a Renewal Subscription Period begins.

**4. 8x8 RESPONSIBILITIES AS TO SERVICES.**

**4.1. Service Provisioning.** 8x8, itself or through its vendors, subcontractors, or other providers (“Partners”) or Affiliates (all together, the “8x8 Providers”), will provide the 8x8 SaaS Services during the Effective Period pursuant and subject to the Agreement. 8x8 will remain liable for the 8x8 Providers’ performance.

**4.2. Services Changes.** 8x8 will not materially reduce the 8x8 SaaS Services’ overall functionality (based on customary usage in the “Primary Market,” consisting of the United States (“US”), the United Kingdom (“UK”), Australia, and Canada) without your written consent. However, 8x8 may make other changes to the 8x8 SaaS Services, and will inform you of them in advance, if reasonably practicable, or else promptly thereafter.

**4.3. Service Support.** 8x8 will provide support services substantially as described at [https://support.8x8.com/support-services/support/cs\\_ds\\_off](https://support.8x8.com/support-services/support/cs_ds_off). If it fails to provide paid support services substantially as described, you may Cancel them with no future responsibility for their recurring Fees as your sole and exclusive remedy.

**5. SERVICE LIMITATIONS.** You acknowledge: (a) the 8x8 SaaS Services will not always be error-free or available (e.g. they may be unavailable during downtime, and communications may not always be delivered without data loss); (b) the 8x8 Providers are merely conduits for communications sent, received, or stored through the 8x8 SaaS Services (your “Content”), which you own, and are not responsible for creating it or determining where Users send it; (c) 8x8 will not be liable for data Users (or third parties acting for them) export from the 8x8 SaaS Services (e.g. for backup purposes); and (d) the 8x8 SaaS Services are



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communications services not intended for data storage, and 8x8 will not be responsible for loss of stored data.

**6. THIRD-PARTY OFFERINGS.** Your relationships with other providers of offerings used in connection with the 8x8 SaaS Services (respectively, “*Third-Party Providers*” and “*Third-Party Products*”) other than those 8x8 resells are governed solely by your agreements with those providers. In addition, while 8x8 may resell Third-Party Products for use along or integrated with 8x8 SaaS Services, it does so on an “as-is” basis and without any warranty or guarantee from 8x8. 8x8 will not be responsible or liable: (a) under any Third-Party Provider agreement; (b) for any Third-Party Provider’s act or omission (regardless of whether 8x8 endorses, approves, or bills/collects for the Third-Party Product/Provider); (c) for the operation or support of any Third-Party Product; or (d) for ensuring the availability of any 8x8 SaaS Services interoperability with any Third-Party Product unless expressly required by an SOW.

**7. SUSPENSION.** Without limiting 8x8’s other rights, 8x8 may suspend or restrict any services if 8x8 reasonably believes (a) doing so is necessary to quarantine malware or otherwise prevent harm to any party, in which case 8x8 will promptly inform you of the suspension (in advance, if reasonably practicable) and relieve you of your payment obligations for the suspended services during the suspension unless the suspension resulted from your breach of the Agreement; (b) services are being used in violation of the Use Policy; or (c) you materially breach this Agreement and fail to cure within the relevant cure period (if any).

**8. PROJECT SERVICES.** 8x8 will perform any Project Services you order (a) in a professional and workmanlike manner, (b) with reasonable skill and care, and (c) in accordance with the applicable Order and/or SOW. Unless the applicable Order or SOW states otherwise, your sole remedy for 8x8’s breach of the above (a)-(c) will be reasonable reperformance of Project Services relating to non-conforming Deliverables (as specifically defined in the Order or SOW) until they conform to the Order’s or SOW’s specifications.

**9. EQUIPMENT.** You are responsible for the price of ordered Equipment plus shipping and related charges. Unless you make other arrangements, 8x8 will ship Equipment FCA (INCOTERMS 2020) from 8x8’s warehouse location. 8x8 will pass through any warranties from the Equipment’s manufacturer if the manufacturer permits, but provides no separate warranties. The return and warranty process will follow the manufacturer’s prescribed process as specified in the applicable warranty documentation. If you purchase Equipment on an extended

payment or similar financing plan (“*EPP*”), you must pay for it according to the EPP’s schedule. You may terminate an EPP on thirty days’ notice. EPPs automatically terminate when the Agreement terminates. When an EPP terminates, all unpaid amounts thereunder immediately become due and payable. Equipment rentals under 8x8’s Flex Rental Program are subject to the terms at <https://www.8x8.com/order-terms/flex-terms>.

**10. AFFILIATES AND SUBCONTRACTORS.** 8x8 may designate an 8x8 Affiliate to enter into Orders or SOWs with you, in which case (as to those Orders or SOWs) references to “8x8” include that Affiliate. 8x8 also may subcontract the performance of its obligations under Orders or SOWs, with 8x8 remaining responsible for their performance. Finally, 8x8 may accept Orders from your Affiliate, in which case (as to those Orders) references to “you” or “Customer” include that Affiliate.

**11. TAXES.** Any Taxes or Administrative Fees set forth in the Agreement are only non-binding estimates and may change from time-to-time. You may assert a Tax exemption by giving 8x8 a valid tax exemption certificate authorized by the appropriate taxing authority (you will be liable for Taxes assessed prior to such delivery). To the extent required by Law, you may withhold and remit Taxes imposed by any governmental, fiscal, or other authority from your payments if you (a) give 8x8 notice of the legal requirement at least thirty days prior to withholding, (b) give 8x8 receipts evidencing remittance of the withheld amounts to the proper authority, and (c) make additional payment to ensure 8x8 receives the full amount it would have received but for the withholding. You acknowledge 8x8 may not be registered to charge value-added, goods and services, or similar Taxes in certain jurisdictions where 8x8 is not required to be registered or is not required to collect and remit such Taxes, and you will be responsible for accounting and remitting any such Taxes in such jurisdictions.

**12. PAYMENT.**

**12.1. Payment Terms.** Except as Section 12 (Payment) expressly provides, you must pay all billed amounts by check (for US, Canada or Australia customers), automated bank payment such as ACH in the US/Canada or Direct Debit in the UK, or wire/bank transfer. Late payments will accrue interest at the lesser monthly rate of 1.5% or the maximum permitted by Law, starting on delinquency. All payments owed under the Agreement must be made in accordance with Section 12 (Payment) without setoff, withholding, or deduction. Payments are non-refundable and non-creditable unless the Agreement expressly provides otherwise. If 8x8 reasonably determines new facts put your creditworthiness into question (e.g. you fail to pass



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8x8's initial credit review, you default on a financial obligation, or you or your controlling Affiliate undergoes Solvency Event), 8x8 may limit the Fees you can incur before paying your balance.

**12.2. Invoice Disputes.** If you believe in good faith that 8x8 invoiced an amount erroneously, you may dispute it via email to [claims@8x8.com](mailto:claims@8x8.com) within 30 days of the invoice date, specifying the particular invoice, amount(s) in dispute, and the basis of the dispute in reasonable detail. Failure to dispute an invoice within such a period or a failure timely to pay the undisputed portion of the invoice will waive your right to dispute such invoice. The parties will attempt to resolve the dispute in good faith.

**13. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Each Party represents and warrants it is a bona fide business with power and authority to execute and perform under the Agreement. 8x8 represents and warrants it will provide the 8x8 SaaS Services in substantial conformance with the 8x8 Documentation. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 8x8 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE 8x8 SaaS SERVICES, EQUIPMENT, AND/OR AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

**14. IP OWNERSHIP.** All intellectual property rights and all other rights, title, and interest (collectively, "**Rights**") in or to the 8x8 Documentation, 8x8 SaaS Services, and related software, applications, functionalities, APIs, tools, and interfaces (collectively, the "**8x8 Platform**") – and all configuration designs, code, deliverables, and other work product created by the 8x8 Providers in connection with the Agreement (except to the extent such work product embodies your pre-existing intellectual property) – will belong exclusively to 8x8, its Affiliates, and/or their licensors. You hereby assign to 8x8 all Rights in or to any improvement or other feedback you give the 8x8 Providers relating to the 8x8 Providers' operations, products, or offerings, and agrees 8x8 may use, license, assign, and exploit any ideas, concepts, know-how, or techniques contained therein for any purpose without restriction or compensation.

**15. EFFECTIVE PERIOD; TERMINATION.**

**15.1. Effective Period.** The Agreement's "**Effective Period**" runs from the Effective Date until no Orders are in effect or it is terminated: (a) by either Party on thirty days' notice if the other materially breaches the Agreement (including without limitation any breach of payment obligations or the Use Policy) and fails to cure (if reasonably possible) within the notice period, but you will

have no cure right if 8x8 terminates for two or more payment breaches; (b) by either Party on notice if the other undergoes a Solvency Event; or, (c) by 8x8 on thirty days' notice if any services become subject to an actual or threatened infringement Claim that 8x8 cannot reasonably avoid by procuring a license or modifying or replacing those services (any of which it may do at its sole option). NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THESE TERMINATION RIGHTS ARE SOLE AND EXCLUSIVE.

**15.2. Effect of Termination.** When the Agreement terminates, all Orders and SOWs terminate with it. If you terminate the Agreement under Section 15.1 (a) or (b) or 8x8 terminates it under Section 15.1 (c) (Effective Period), any applicable Subscription Commitments will terminate and 8x8 will refund any unused, prepaid amounts for the post-termination period. No other termination will relieve any Subscription Commitment or entitle you to any refund. No termination will relieve your obligation to pay for amounts incurred prior to termination or for any post-termination Usage.

**16. INDEMNIFICATION.**

(a) 8x8 will defend you, your Affiliates, and your and their personnel (collectively, the "**Customer Parties**") against any threatened or actual third-party Indemnified IP Claim, and indemnify and hold harmless the Customer Parties for any damages, attorneys' fees, defense costs, and other losses (collectively, "**Losses**") they must pay pursuant to the adjudication or settlement thereof.

(b) You will defend 8x8, its Affiliates, and all of their personnel (collectively, the "**8x8 Parties**") against any Claim threatened or brought by any third party arising from or relating to your Content or any actual or alleged breach of the Use Policy, and indemnify and hold harmless the 8x8 Parties against any Losses they must pay pursuant to the adjudication or settlement thereof.

(c) An indemnitee must give an indemnitor prompt notice of an indemnifiable Claim and the option to solely and exclusively control its defense and settlement, and reasonably assist the indemnitor in connection therewith. The indemnitor may not enter into any settlement agreement that would create any obligation, restriction, or liability for the indemnitee without the indemnitee's written consent, not to be unreasonably withheld or delayed. An indemnitee's failure or delay in giving notice will not relieve the indemnitor's indemnification obligations to the extent it suffered no resulting prejudice. An indemnitee must



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reasonably mitigate all costs and damages arising from an indemnifiable Claim.

**17. EXCLUSIONS AND LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW:

**(a) EXCLUSIONS.** NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE UNDER THE AGREEMENT, BASED ON ANY LEGAL THEORY (INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE) (A “**LEGAL THEORY**”), FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR COVER DAMAGES; LOST PROFITS, REVENUES, OR GOODWILL; OR LOSS OR INTERRUPTION OF BUSINESS.

**(b) LIMITATIONS.** EACH PARTY’S AND ITS AFFILIATES’ MAXIMUM LIABILITY UNDER THE AGREEMENT, UNDER ANY LEGAL THEORY, WILL NOT EXCEED THE TOTAL SERVICE FEES PAYABLE UNDER THE AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

**(c) CARVE-OUTS.** THE ABOVE EXCLUSIONS AND LIMITATIONS WILL NOT APPLY TO: (i) EITHER PARTY’S OBLIGATIONS UNDER SECTION 16 (INDEMNIFICATION); (ii) YOUR OBLIGATION TO PAY AMOUNTS OWED UNDER THE AGREEMENT; (iii) YOUR LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO AN ACTUAL OR ALLEGED BREACH OF THE USE POLICY; OR (iv) EITHER PARTY’S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO A BREACH OF SECTION 19 (CONFIDENTIALITY). THEY ALSO WILL APPLY (i) REGARDLESS OF WHETHER A PARTY KNEW OF THE POSSIBILITY OF SUCH EXCLUDED OR LIMITED DAMAGES, OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND (ii) ON A CUMULATIVE (RATHER THAN PER-INCIDENT) BASIS. PRICING AND OTHER TERMS OF THE AGREEMENT ARE BASED ON THE EXCLUSIONS AND LIMITATION.

**18. DISPUTE RESOLUTION.** Each Party must give notice to the other before initiating any action, suit, or other proceeding (“**Proceeding**”) against it, its Affiliate, or their personnel, reasonably detailing the Party’s contentions and any specific provisions of the Agreement allegedly breached. The Parties must then diligently work in good faith for thirty days to resolve the dispute by (at least) ensuring their knowledgeable executives meet to such end in person or by video/teleconference. If the dispute is not resolved within that period, either Party may then initiate the Proceeding without satisfying any further notice or cure period. Failure to comply with all of the foregoing will

constitute a basis for enjoining a Proceeding or dismissing it without prejudice, pending compliance with this Section 18 (Dispute Resolution).

**19. CONFIDENTIALITY**

**19.1. Confidential Information.** A Party or its related entities (collectively, the “**Recipient**”) may receive trade secrets and/or pricing, product, business, or technical information of or concerning the other Party or its related entities (collectively, the “**Discloser**”) that the Discloser indicates or the Recipient reasonably should know to be confidential or proprietary (“**Confidential Information**”). Confidential Information does not include information that (at the time of disclosure) was (a) generally available to the public other than through anyone’s breach of a confidentiality obligation, (b) already known or possessed by the Receiver other than through anyone’s breach of any confidentiality obligation, (c) rightfully disclosed to the Receiver by a third party, or (d) independently developed by the Receiver without use of the Discloser’s Confidential Information. For clarity, Confidential Information also does not include data transmitted, stored, or processed through the 8x8 SaaS Services.

**19.2. Obligations.** The Recipient will (a) take reasonable steps to protect that Confidential Information, (b) ensure any employee or third party with access to it is subject to confidentiality obligations at least as protective as those in this Section 19 (Confidentiality), and (c) not use or disclose it except: (i) as permitted by or necessary to perform under the Agreement; (ii) for the purpose for which the Discloser disclosed it; or, (iii) to comply with a Law (in which case the Receiver will, if reasonably practicable, give the Discloser prior notice, reasonably cooperate with the Discloser (at the Discloser’s expense) to limit disclosure, and limit the disclosure solely to the Confidential Information requested and designate it “confidential”). When the Agreement terminates, at the Discloser’s request, the Receiver will return or use commercially reasonable efforts to destroy all copies of the Discloser’s Confidential Information and any information derived from it. In addition to any other available remedies, a Party may seek injunctive relief to prevent unauthorized use or disclosure of Confidential Information.

**20. MISCELLANEOUS.**

**20.1. Notices.** Notice required under the Agreement must be provided as follows, unless the Agreement expressly allows otherwise: (a) *to you*, by email to the address in your initial Order, or by personal service, overnight courier, or certified mail (postage prepaid/return receipt requested) to your address in



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your initial Order (collectively, “**Delivery**”); (b) to 8x8, by email to [claims@8x8.com](mailto:claims@8x8.com) (for Claims or termination) or [legal-notices@8x8.com](mailto:legal-notices@8x8.com) (for all other notices), or Delivery to the applicable mailing address in the signature block. Notice will be deemed effective as follows: (i) *email*, on the first business day after the date sent, with no undeliverable notification; (ii) *personal service*, on the first business day after the date delivered to the noticed Party; (iii) *overnight courier*, on the first business day after the date delivered to the courier; and (iv) *certified mail*, on the fifth day after the date sent. Either Party may change its notice addresses via notice to the other.

## 20.2. Governing Law; Jurisdiction.

(a) If you are domiciled anywhere other than the UK or EU: (i) the Agreement will be governed by and construed under California Laws without regard for choice or conflicts of law rules; and, (ii) the Parties agree to the exclusive venue and jurisdiction of the state and federal courts in Santa Clara County, California, and waive all convenience and other objections thereto.

(b) If you are domiciled in the UK or EU: (i) the Agreement will be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales will 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).

**20.3. Force Majeure.** Neither Party will be responsible, liable, or in breach of the Agreement for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including (without limitation): act of God; fire, flood, hurricane, earthquake, tsunami, or other natural disaster; riot; war; terrorism; government or carrier action or intervention; embargo; strike; destruction of facilities; late or failed supplier delivery; power or internet service unavailability (e.g. ISP/power outages, DDoS attacks); or network or carrier issues.

**20.4. Entire Agreement; Amendment.** The Agreement constitutes the Parties’ entire agreement relating to all 8x8 Solutions and expressly supersedes and replaces any prior or contemporaneous written or oral agreements, understandings, representations, and warranties relating thereto. You acknowledge your purchases are not contingent on the delivery of any future functionality or feature. The Agreement may only be amended in writing signed by the Parties unless it expressly allows otherwise. No terms in any purchase order or similar document sent by you or on your behalf (to which 8x8 hereby objects) will modify the Agreement. 8x8 may not change the

Service Agreement in any way that would materially and adversely affect your rights, benefits, obligations, or liabilities thereunder unless it notifies you at least thirty days in advance and you fail to object to the change within that period, in which case the change takes effect at the end of the notice period. If you object to a change or 8x8 fails to notify you of it, the Agreement will continue without the change taking effect.

**20.5. Severability.** If any part of the Agreement is held partially or fully illegal, invalid, or unenforceable under applicable Law, the Agreement will be deemed amended to the extent necessary to enforce it (and, to the greatest extent possible, consistent with the Parties’ original intent).

**20.6. Waiver.** Unless the Agreement expressly provides otherwise, failure to exercise a right under the Agreement will not waive that right or any other right. A waiver of any right will only be enforceable if in writing signed by the waiving Party and conforming with the terms.

**20.7. Assignment; Binding Effect.** The Agreement will bind the Parties’ heirs, successors, and permitted assigns. Neither Party may assign the Agreement or its rights thereunder, or delegate its obligations thereunder, without the other Party’s written consent. However, no such consent is required (a) for a Party to assign all such rights and delegate all such obligations in connection with a bona fide sale of itself or substantially all of its assets on at least ten days’ notice (in which case the assigning Party must provide any information concerning the assignee the other Party reasonably requests), or (b) for 8x8 to partially or fully assign its rights and/or delegate its obligations under the Agreement to any Affiliate on notice.

**20.8. No Third-Party Beneficiaries.** The Agreement is solely for the benefit of and enforceable by the Parties and their permitted assigns unless it expressly states otherwise. Without limiting the foregoing, 8x8 will have no obligation or liability to any User.

**20.9. Document Execution.** The Parties may use an 8x8-approved DocuSign or other verifiable electronic signature and delivery for all documents under the Agreement.

**20.10. Interpretation.** The Agreement’s headings are only for convenience and will not affect its interpretation. The Agreement’s reference to a web address (URL) includes any subpages accessible through one or a series of clearly-labeled hyperlinks, plus any successor sites designated by the website’s owner/controller.



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**20.11. Survival.** Sections 3 (Subscription Offerings), 16 (Indemnification), 17 (Exclusions and Limitation of Liability), 18 (Dispute Resolution), 19 (Confidentiality) and any other provision that by its nature is intended to survive the Agreement's termination will survive.

**20.12. Definitions.** The following capitalized terms have the following meanings in the Agreement:

**"8x8 SaaS Services"**: the components of the 8x8 Products that are hosted on the internet and provided via web-based user-interfaces, including graphical user interfaces, APIs, web hooks, etc. On the Effective Date, 8x8 SaaS Services includes the products made available under the unified-communications -as-a-service (*UCaaS*), contact-center-as-a-service (*CCaaS*), and communications-platform-as-a-service (*CPaaS*) categories.

**"Affiliate"**: An entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**"Claim"**: any claim, demand, suit, investigation, inquiry, or proceeding.

**"Consumer Price Index/CPI"**: the price index as published from time-to-time by the government of the country with jurisdiction of the Agreement to measure the inflation rate.

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

**"Equipment"**: any equipment you order from 8x8 for use with the 8x8 Solutions.

**"Indemnified IP Claim"**: A Claim alleging the 8x8 SaaS Services, as used in accordance with the Agreement and the 8x8 Documentation, infringe a patent, trademark, or copyright enforceable under the Laws of the Primary Market or the European Union, other than Claims based on: (a) the combination, operation, or use of the 8x8 SaaS Services with any non-8x8 offering; (b) the alteration or modification of 8x8 SaaS Services other than by the 8x8 Providers; or (c) the 8x8 Providers' modification of 8x8 SaaS Services at your request.

**"Laws"**: US, foreign, international, national, state, provincial, territorial, municipal, local, or other laws, regulations, codes, ordinances, treaties, conventions, writs, decrees, resolutions, promulgations, or legally-binding orders, rulings, or demands.

**"Project Services"**: Services related to the deployment or configuration of ordered 8x8 Solutions, network assessments, end user training, porting, or similar work or services (such as professional services).

**"Solvency Event"**: A bankruptcy, reorganization, insolvency, receivership, or similar proceeding not dismissed within thirty days; dissolution; becoming insolvent or bankrupt; or making an assignment for the benefit of creditors.

**"User"**: an individual who uses your 8x8 Solutions (as an agent, administrator, user, or otherwise).