

# **8x8 CPAAS SERVICE MODULE**

## **JITSI-AS-A-SERVICE**

**Last Updated:** October 27, 2020

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

**JaaS-2. ORDERING JaaS SERVICES.** Customer may order JaaS Services in each case by entering into an Order for the same with 8x8 or its Affiliate, which Order shall set forth a baseline number of monthly active users allotted to Customer over a single calendar month (“**MAU**”, and such baseline number the “**Baseline MAU**”), the monthly fee rate for the Baseline MAU, and a per-MAU overage rate that shall apply where Customer exceeds the Baseline MAU in a calendar month (such overage, the “**MAU Overage**”). Any Order of JaaS Services subsequent to the initial Order shall replace and supersede the then-current Order (in respect of Ordered JaaS Services) in its entirety upon the effective date of such subsequent Order. To the extent that Orders are for Ordered JaaS Services, they shall, subject to any continuing Customer financial obligations under the Agreement, be coterminous with this JaaS Module (i.e., they shall terminate, renew, and/or expire at the same time as this JaaS Module in accordance with Sections JaaS-7 (Term of JaaS Module) and JaaS-8 (Termination of JaaS Module)). Upon placement of an Order in accordance with this Section JaaS-2 (Ordering JaaS Services), 8x8 or its Affiliate shall make the applicable Ordered JaaS Services available through Customer’s created account and provide Customer’s designated administrator access to such Ordered JaaS Services through such account.

**JaaS-3. BILLING OF JaaS SERVICES.** Baseline MAU fees for Ordered JaaS Services 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, and (c) be billed according to the billing period specified for the applicable Ordered JaaS Services in the then-current Order for such Ordered JaaS Services (or monthly if no such period is so specified). Charges for MAU Overage shall be (i) incurred by Customer at the time that the MAU Overage occurs and (ii) billed to Customer in arrears.

### **JaaS-4. 8x8 REponsibilities WITH RESPECT TO JaaS SERVICES.**

**JaaS 4.1. JaaS Services Availability.** 8x8 shall, itself and/or through its Partners or Affiliates, (a) make the Ordered JaaS Services available to Customer during the JaaS Module Effective Period as set forth in, and subject to the terms and conditions of, the Agreement and (b) provide standard support for Ordered JaaS Services during 8x8’s regular business hours.

**JaaS-4.2. JaaS Services Pricing Commitment.** The rates for Baseline MAU fees and MAU Overage charges shall be as set forth in the then-current Order for JaaS Services, and such rates may not be increased during the then-current JaaS Term. In addition, such rates may not be increased for any subsequent JaaS Term, except with notification to Customer at least forty-five (45) days prior to the commencement of such JaaS Term.

**JaaS 4.3. Changes to Ordered JaaS Services.** 8x8 may not change Ordered JaaS Services in any way that materially reduces their overall functionality or security, except with Customer’s written approval. 8x8 may, however, make other changes or perform upgrades to Ordered JaaS Services, provided that 8x8 shall provide advance notification to Customer of any such change or upgrade if reasonably practicable or otherwise promptly thereafter.

### **JaaS-5. CUSTOMER RESPONSIBILITIES WITH RESPECT TO JaaS SERVICES.**

**JaaS-5.1. JaaS Subscription Commitment.** AS A MATERIAL COMMITMENT UPON WHICH PRICING AND OTHER TERMS OF THIS JaaS MODULE AND RELATED TERMS OF THE AGREEMENT ARE BASED, CUSTOMER SHALL BE OBLIGATED TO PAY (IN ACCORDANCE WITH SECTION 6 (PAYMENT)) OF THE SERVICE TERMS ALL BASELINE MAU FEES AND RELATED TAXES FOR THE ENTIRE PERIOD BEGINNING ON THE EFFECTIVE DATE OF CUSTOMER’S FIRST ORDER OF JaaS SERVICES UNDER THE AGREEMENT AND CONTINUING FOR THE NUMBER OF MONTHS SPECIFIED THEREIN (OR AS UPDATED IN A SUBSEQUENT ORDER) AS THE “TERM,” “INITIAL TERM,” OR SIMILAR PERIOD (OR, WHERE NO SUCH PERIOD IS SPECIFIED THEREIN, FOR TWELVE (12) MONTHS THEREAFTER) (THE “**JaaS INITIAL TERM**”) AND EACH RENEWAL JaaS TERM (CUSTOMER’S “**JaaS SUBSCRIPTION COMMITMENT**”).

**JaaS 5.2. MAU Overage.** Customer shall be responsible for, and shall pay in accordance with Section 6 (Payment) of the Service Terms, any MAU Overage.

**JaaS-6. JaaS MONTHLY ACTIVE USERS.** Customer acknowledges and agrees that any single end user may be calculated as multiple MAU where 8x8 is not reasonably able to discern whether such end user has previously accessed the Ordered JaaS Services in the applicable calendar month (e.g., where such end user (a) uninstalls and reinstalls a mobile application used to access the Ordered

JaaS Services, (b) uses multiple web browsers to access the Ordered JaaS Services, and/or (c) uses multiple devices to access the Ordered JaaS Services). For avoidance of doubt, all end users who access the Ordered JaaS Services shall be considered Users for purposes of the Use Policy.

**JaaS-7. TERM OF JaaS MODULE.** This JaaS Module shall become effective beginning on the date that it is entered into and shall continue in full force and effect until the earlier of (a) the date terminated in accordance with Section JaaS-8.1 (Exclusive JaaS Module Termination Rights) and (b) the date of expiration as set forth in the next sentence (the “**JaaS Module Effective Period**”). At the end of the JaaS Initial Term and each renewal term of this JaaS Module (the Initial JaaS Term and such renewal terms, each a “**JaaS Term**”), this JaaS Module, if not earlier termination in accordance with this JaaS Module, shall:

- (i) expire if either Party has elected not to renew this JaaS Module via notice to the other Party at least thirty (30) days prior to the end of such JaaS Term; or
- (ii) automatically renew for a twelve- (12-) month renewal JaaS Term if the foregoing does not apply.

**JaaS-8. TERMINATION OF JaaS MODULE.**

**JaaS-8.1. Exclusive JaaS Module Termination Rights.** This JaaS Module may be terminated:

- (a) by either party with thirty (30) 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 payment delinquency or Customer breach of the Use Policy) 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;
- (b) immediately by either Party upon notice to the other Party where the other Party experiences a Solvency Event;
- (c) by 8x8 with thirty (30) days’ notice to Customer in the event that any JaaS Services become subject to an actual or threatened Claim of infringement (a “**JaaS Infringement Claim**”) and avoidance of the alleged infringement via procurement of a license or modification or replacement of the applicable JaaS Services (either or both of which may be exercised by 8x8, at its sole option and expense, in the event of any JaaS Infringement Claim) is not commercially feasible; or
- (d) by 8x8 with thirty (30) days’ notice to Customer in the event that Customer objects to any change to this JaaS Module or the Service Terms proposed or made by 8x8 under Section 9 (Change in Terms) of the Service Terms.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION JaaS-8 (TERMINATION OF JaaS MODULE) STATES THE PARTIES’ SOLE AND EXCLUSIVE RIGHTS TO TERMINATE THIS JaaS MODULE, AND THIS JaaS MODULE MAY NOT OTHERWISE BE TERMINATED BY EITHER PARTY.

**JaaS-8.2. Effect of JaaS Module Termination.** In the event that this JaaS Module is terminated by Customer under and in accordance with clause (a) or (b) – or by 8x8 under clause (c) – of Section Jaas-8.1 (Exclusive JaaS Module Termination Rights), Customer shall be relieved of its JaaS Subscription Commitment for any post-termination period, and 8x8 shall refund any amounts un-used and pre-paid for Ordered JaaS Services for any such period. For clarity, (a) no other termination of this JaaS Module shall relieve Customer of such commitment (which shall survive any such termination) or entitle Customer to any refund and (b) in no event shall termination or expiration of this JaaS Module relieve Customer of its obligation to pay any amount incurred thereunder prior to such termination or expiration.