

# Cloud Communication Services from 8x8

## Version 2.1

This document tells You about additional terms which apply to our Service. These Special Terms, along with the terms set out in our Agreement, explain exactly how We'll work with You. We've done our best to cover everything, but if there's anything You'd like to check, just call our Customer Services team on 0800 052 0800 or speak with Your Account Manager.

## 1 Definitions and interpreting this document

- 1.1 In these Special Terms, words and terms mean the same as they do in our Agreement unless these Special Terms give a different meaning. We reserve the right to update these Special Terms or Our Acceptable Use Policy and it is Your responsibility to check our website with respect to any changes. We will use all reasonable effort to inform You of any material changes in writing or via Your relevant account manager where applicable.
- 1.2 In this Special Terms the following words and expressions have the meanings set out below unless inconsistent with the context.

**8x8** means Our subcontractor, 8x8 UK Limited incorporated and registered in England under company number 05083841 whose registered office is at Oxford House, Bell Business Park, Aylesbury, Buckinghamshire, HP19 8JR.

**8x8 Data Processing Agreement** means the agreement set out at Annex 3.

**8x8 Professional Services** means any professional and project services We have agreed to provide to You under this Agreement in connection with the Service, including but not limited to the carrying out of surveys, API integration services and/or captive portal design services, as more particularly described in the Data Sheet.

**8x8 SaaS Service** means the 8x8 Work and 8x8 Virtual Contact Centre service (whether stand-alone, included in 8x8 Editions, 8x8 X Series, or otherwise bundled with other services), including all X Series Add-Ons and other components thereof.

**8x8 System** means the platform upon which We make the SaaS Service available.

**Affiliates** an entity that directly/indirectly Controls or is Controlled by or under common Control with the applicable Party.

**Call, Meeting and Screen Recording** means the recording of voice calls, meetings, screen activity or any electronic communication made using the Service.

**Content** the content of all communications transmitted, received, and/or stored through any SaaS Service.

**Control** the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise and "Controlled" and "Controlling" shall be interpreted accordingly.

**Connectivity** means the connection over which access to the Internet is granted or the Service is provided, which consists of a physically wired or cabled connection and/or, for wireless data, a wireless connection.

**Data Sheet** means Our non-binding standard service description relating to the Service, which, as may be updated from time to time. We reserve the right to update our standard service description without prior notice to You.

**Device** means any electronic equipment or hardware that is capable of accessing the Internet.

**Device Standard** means the compatibility requirements for Devices used with the Service as set out at the following URL: <https://www.8x8.com/products/devices/compatibility>.

**Documentation** user manuals and technical documentation related to the SaaS Service posted to [www.8x8.com](http://www.8x8.com) excluding marketing or promotional materials.

**Good Industry Practice** means, in relation to any undertaking and any circumstances, the exercise of the skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person under the same or similar circumstances.

**Indemnified Customer Claim** a claim threatened or brought against Us or 8x8 by a third party caused by Your Content or any breach by You or any Personnel of the Use Policy.

**Optional Components** has the meaning given to it in paragraph 3.1.2 of these Special Terms.

**Personnel** means a party's directors, employees, agents, consultants, sub-contractors or other persons authorised by that party.

**Providers** has the meaning given to them in paragraph 6.2

**Territory** means the United Kingdom ("UK") and Republic of Ireland.

**SaaS Service** means the 8x8 SaaS Service and the Third Party SaaS Service.

**Special Terms** means these additional terms and conditions relating to the provision of the Service.

**Standard Terms and Conditions** means Our terms and conditions as confirmed on the face of the Order Form.

**Standard Components** has the meaning given to it in paragraph 3.1.1 of these Special Terms.

**Stored Content:** Any Content that is committed by You to either Hot or Cold Storage.

**Storage Period:** The period of storage for either Hot or Cold Storage as described in Data Sheet.

**Subscription** means a time limited right to access and use the SaaS Service in accordance with these Special Terms. The available subscription types are described in Data Sheet.

**Technical Requirements:** means the requirements available at the following URL: <https://support.8x8.com/cloud-phone-service/voice/network-setup-voice/x-series-technical-requirements#Overview>

**Third Party SaaS Service** means 8x8 Secure Pay, 8x8 Workforce Management – Teleopti and 8x8 Intelligent IVR.

**Unplanned Downtime** means the complete unavailability, excluding planned downtime and unavailability due to a force majeure event (as described in the agreement), of substantially all of the services. For avoidance of doubt, "Unplanned Downtime" does not include any inability to access the services while they are available to be accessed, including without limitation due to issues with the network, internet services/connectivity, equipment, and/or devices through which You or Your users, or other parties attempt to access the service.

**Use Policy** means the current 8x8 Use Policy at Annex 2.

**X Series Edition** means the version of the 8x8 SaaS Service including X1 to X8.

**X Series Add-Ons** means the optional service elements identified as X Series Add On's in the Data Sheet.

- 1.3 References to a paragraph are to a paragraph of these Special Terms.
- 1.4 If there are any inconsistencies between the provisions in this Special Terms and any other provisions in this Agreement, the provisions in these Special Terms shall prevail.

## **2. Overview**

- 2.1 Cloud Communication Services from 8x8 covers a suite of cloud based services provided from the 8x8 System and which are covered by Our Service Level Agreement. The SaaS Service is accessible remotely via Your Connectivity and is provided to You on a subscription basis.
- 2.2 Use of the Service outside of the Territory shall be at Your risk and may be subject to local laws and/or regulations in the country to/from which the call is made or received which may prevent, restrict or inhibit Your use of the Service within that country or otherwise result in You incurring additional charges. We shall have no liability to You, including but not limited to liability for loss of service, service degradation, or loss of or damage to your data (including in respect of unauthorised access or disclosure) and/or for additional charges incurred by You arising out of your use of the Service outside of the Territory. Further, You agree to indemnify and hold us harmless against any claims, demands, losses, liabilities, costs and expenses suffered or incurred by Us in connection with Your use of the Service outside of the Territory.

## **3. Components of the Service**

- 3.1 The Service that We shall provide You shall consist of:
  - 3.1.1 the following standard components ("**Standard Components**"):
    - (a) 8x8 Work and/or 8x8 Virtual Contact Centre X Series Subscription
    - (b) 8x8 Administration Console
    - (c) 8x8 Geographic numbering;
    - (d) Call tariff; and
    - (e) Our Service Level Agreement.
  - 3.1.2 any of the following additional components We have agreed to provide to You under this Agreement ("**Optional Components**"):
    - (a) X Series Add On(s);
    - (b) Third Party SaaS Service(s);
    - (c) Devices; and/or
    - (d) 8x8 Professional Service(s).
  - 3.1.3 The Subscription type and quantities, Call tariff and any Optional Components are confirmed on the Order Form.
- 3.2 If We have agreed to provide You with any Optional Components under this Agreement, the relevant terms set out in paragraph 9.3 of these Special Terms (if any) shall apply to such Optional Components as applicable in addition to the remainder of these Special Terms. Paragraph 9.3 of these Special Terms shall not apply to the Standard Components.
- 3.3 These Special Terms do not cover any Connectivity We have agreed to provide to You under this Agreement. Please see the relevant separate Special Terms and service level agreements that apply to those elements of Your service.
- 3.4 The Data Sheet is made available for Your reference only. We reserve the right to update Our Data Sheet without prior notice to You.

## **4. Pre conditions and conditions of use**

- 4.1 You will require Connectivity to access the Service although the Service may be provisioned, and we may start billing You for the Service before Your Connectivity is in place or before any Port is complete.
- 4.2 You are responsible for ensuring at all times during the term of the Agreement:
  - 4.2.1 We have all information (and You have completed all documents) We may reasonably require to allow Us to supply or support the Service;

- 4.2.2 that any Connectivity is available and suitable for use with the Service, in particular Your Connectivity must comply with the Technical Requirements;
  - 4.2.3 that all Devices comply with the Device Standard;
  - 4.2.4 the Service is configured and operated in accordance with the Documentation and our reasonable instructions;
  - 4.2.5 You have sufficient geographic numbers and IVR ports to meet Your needs;
  - 4.2.6 the Service is only used in accordance with the Documentation and the Use Policy, as notified to You from time to time.
  - 4.2.7 that all upgrades, bug fixes, patches and other corrections relating to the Service that We make available from time to time are correctly installed.
- 4.3 You further agree:
- 4.3.1 to provide at Your cost all Devices and other equipment necessary to use or gain access to the Service.
  - 4.3.2 to provide any equipment or any third party licences required to be used or integrated with the Service in accordance with our reasonable instructions.
  - 4.3.3 to install and configure all Devices (unless We have agreed to install or configure a Device as part of an 8x8 Professional Service).
- 4.4 Except as otherwise expressly permitted under this Agreement, You shall not, and shall procure that Your Personnel will not:
- 4.4.1 modify the Service without Our prior written consent;
  - 4.4.2 change any API configured by Us as part of an 8x8 Professional Service
  - 4.4.3 use the Service for any unlawful purpose or for the promotion of illegal activities;
  - 4.4.4 use or permit the Service to be used to generate artificially high voice or data traffic or to commit fraud or toll fraud.
- 4.5 You shall comply with the safeguarding requirements and use restrictions relevant to security and fraud prevention as described in the Documentation and Use Policy (such as, without limitation, setting robust password combinations, password management and disclosure restrictions, and not taking any action or making an omission that would reasonably be expected to disrupt or compromise the integrity or security of the Service or the 8x8 System).
- 4.6 You will remain responsible for Your compliance with any industry standards, codes of practice and applicable laws and regulations that apply to Your use of the Service.
- 4.7 You shall remain the owner of Your content. You acknowledge and agree that: (a) Our role and the role of 8x8 or the Affiliates of either with respect to content, if any, shall be that of a passive conduit, and (b) neither Us or 8x8 or any affiliate shall be responsible for or have any involvement in determining or creating such content or determining the recipients or destinations of any communications through the Service.
- 4.8 You hereby assign all rights, title and interest in feedback on any suggestion, improvement, enhancement, recommendation, correction, idea or other feedback directly related to the SaaS Service provided directly through the SaaS Service to Us or 8x8, and You agree that We or 8x8 shall be free to use, license, assign, exploit any ideas, concepts, know how or techniques contained therein for any purpose without restriction or compensation.

## **5. Our Rights and Responsibilities**

- 5.1 We will make the Service available to You during the term of the Agreement and will seek to support the Service as set out in the applicable Service Level Agreement.
- 5.2 We shall not be liable to You for any failure, delay or disruption of or to the Service caused by:
- 5.2.1 any failure by You to comply with Your obligations under paragraph 4.2, 4.3 or 4.4 of these Special Terms; or
  - 5.2.2 Your Connectivity or any Device;
  - 5.2.3 Your Providers or their service.

and You shall not be entitled to receive any Service Credits as a result of such failure, delay or disruption. Our exclusion of liability under this paragraph 5.2 shall be without prejudice to any Service Credits You may be

entitled to receive under the applicable Special Terms or Service Level Agreement for any Connectivity We have agreed to provide under a separate agreement.

- 5.3 We do not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Apparatus, Device or other equipment, software or service whether provided by You, a Provider or otherwise.
- 5.4 We will not change the Service in any way that materially reduces its overall functionality or security (based on customary usage in the Territory), except with Your prior written approval. We may make changes to the Service or upgrade the Service, provided that We shall use reasonable efforts to give You 30 days' notice or, where this is not feasible due to regulatory or legal requirements, as much notice as possible of any such change or upgrade. You will not have a right to terminate the Agreement where We make a change in accordance with this paragraph 5.4 other than in the event that We determine that the change is not to Your exclusive benefit.
- 5.5 In addition to our other rights and remedies under the Agreement, We may suspend the provision of the Service whether in whole or in part where: (i) We reasonably determine that such suspension is necessary to avoid actual or likely harm or damage to, or liability for, Us, 8x8 or You; (ii) You have materially breached the Agreement; and/or such Service is being used in breach of the use policy or, as an alternative, We may place reasonable limitations or restrictions on the use of such Service.
- 5.6 We may apply an outbound calling bar on any part of the Service if We suspect the Service is being used for any unauthorised, unusual or suspicious purpose.
- 5.7 We may apply an inbound calling bar on any part of the Service if Your usage exceeds the capacity purchased in relation to that part of the Service.
- 5.8 None of the foregoing actions by Us shall relieve You of any of Your obligations under the Agreement, except that You shall not be liable for any fees for any suspended Service for the period of such suspension if it was not due to, or is not a result of, Your breach of the Agreement.
- 5.9 We or, as applicable 8x8, our suppliers or licensors, shall retain, and remain the exclusive owner of, all right (including IP Rights), title, and interest in and to: (i) the Service and any other software-as-a-service services offered by Us; (ii) any software or other technology therein or related thereto; and (iii) any Documentation or any literature provided.

## **6. Provision of Service and Service Limitations**

- 6.1 You acknowledge and agree that: (a) the Service will not be uninterrupted, error-free, or available one-hundred percent (100%) of the time (e.g., they may be unavailable during periods of planned or Unplanned Downtime and communications may not always be delivered to their intended destination or without loss of data), (b) a single log-in is provided for each 8x8 Work extension; and, except with respect to conference and other extensions specifically designed for conference or multi-Party use ("Conference Extensions"), such log-in and extension is provided solely for use by a single user, (c) data transmitted or stored through the services may be exported by the user in a variety of ways (including without limitation via third-party integrations, other features that interoperate with third-party offerings, or local or external download), (e) We shall not be responsible for any such exported data or any loss of such data, and (f) the Service is not intended to be used and should not be used as back up or long term storage of data. Use of 8x8 mobile applications may utilise underlying third-party cellular and/or data services and thus may use such services' allotted units and/or result in usage or other third-party charges associated with such third-party services.
- 6.2 Your relationship and dealings (including without limitation any collection or use of data) with providers of third party services that interoperate with the services but are not provided by Us (e.g., third-party applications for which service integrations are available) or that are used in connection with the services (e.g., broadband, MPLS, and equipment leasing services) ("Providers") shall in each case, and where relevant, be governed by Your Agreement with the applicable Provider and shall be outside the scope of the these Special Terms and the Agreement, except that We shall use commercially reasonable efforts to maintain any API that interfaces with such third party services. We will use reasonable efforts to give You 30 days' notice or, where this is not feasible due to regulatory or legal requirements, as much notice as is reasonably possible before making any change to such APIs. You will not have a right to terminate the Agreement where We makes a change in accordance with this paragraph 6.2 other than in the event that We determine that the change is not to Your exclusive benefit. In no event shall We be liable or responsible: (a) under any such agreement or for any act or omission of any Provider or any operation of its offering (e.g., any accessing, modification, or deletion of data), regardless of whether We endorse or designates any such offering as "certified," "approved," "recommended," etc., (b) for supporting any such third-Party offering, or (c) for ensuring the third party service Provider maintains the continued availability or operation of any such offering or any service integrations or other features designed to interoperate with such offering, and any integrations or features may be discontinued at any time.

- 6.3 We may sub-contract Our obligations in respect of the Service provided that any such sub-contracting shall not release Us from Our obligations under these Special Terms.

## **7. Service Start Date and Paying for the Service**

- 7.1 After the Start Date the Service will be provisioned, a tenant and account will be created for You, Your designated administrator will receive e-mail instructions and credentials necessary to access the Service, assign lines and/or seats to individual users, and otherwise enable You to access and use the Service. Despite clause 1.3 of the Standard Terms and Conditions, the date the tenant and account is created is the Service Start Date, this is typically on or shortly after the Start Date. The Service is not subject to Acceptance Tests or any Customer Promise Date.
- 7.2 We may activate the Service and start billing You for the Service before any Connectivity is available, any 8x8 Professional Service begins or any Port is complete.
- 7.3 You acknowledge that the Service Start Date(s) may differ for individual elements of the Service and We shall be entitled to commence charging for any element of the Service (or any part of it) from the Service Start Date of such element (or part of it).
- 7.4 Each Subscription will be subject to its own Minimum Period commencing on its respective Service Start Date. You shall keep in place the Service and each Subscription until the expiry of the last Minimum Period. If any Minimum Period is not met You must pay the Cancellation Charges in accordance with our Standard Terms and Conditions. After the expiry of the last Minimum Period the Service (and all Subscriptions) will continue on a month to month basis until You or We terminate the Service by serving one-month's prior notice, or otherwise in accordance with our Standard Terms and Conditions.
- 7.5 Call Charges: You shall pay all Call Charges howsoever they arise as set out in, and as calculated in accordance with the Price Guide. We can increase or make new Call Charges by giving You 30 days' notice in writing. If we give you notice of increased or new charges as set out in this paragraph 7.5, you may end the Agreement in accordance with clause 21.3 of our Standard Terms and Conditions.
- 7.6 We may start invoicing You at any time for the monthly recurring charges (including Rental and Call Charges) from the Service Start Date. Rental charges will be invoiced monthly in advance and Call Charges will be invoiced monthly in arrears.

## **8. Data Processing**

- 8.1 We work with our subcontractor 8x8 to provide You with a right to access the SaaS Service via the 8x8 System. Any Processing of Personal Data (as defined in the 8x8 Data Processing Annex) in connection with or arising from 8x8's provision or management of the SaaS Service is subject to the terms of the 8x8 Data Processing Agreement.
- 8.2 You will hold us harmless against any loss or claim arising out of or in connection with any failure by 8x8 to comply with the 8x8 Data Processing Agreement and You agree that You will submit any claims arising under the 8x8 Data Processing Agreement directly against 8x8.
- 8.3 You acknowledge that if You end the 8x8 Data Processing Agreement We may cancel the Service and You must pay the Cancellation Charge.
- 8.4 To the extent We Process any Personal Data in connection with the Service Level Agreement clause 25 (Data Protection) of the Standard Terms and Conditions will apply.

## **9. Warranty, Liability and Indemnities**

- 9.1 You warrant that all account, and registration information (including without limitation Your legal name, registered number and payment information, Your or Your agents contact information, and any personal data included within such information), is accurate and up to date.
- 9.2 It is Your responsibility in all circumstances to determine the suitability, quality and lawfulness of accessing, viewing or downloading any material from the internet using the Service.
- 9.3 You shall (i) defend Us and 8x8 and our Affiliates (collectively, the "Indemnified Parties") from and against any Indemnified Customer Claim threatened or brought against any Indemnified Party by any third party and (ii) indemnify and hold harmless the Indemnified Parties against any and all losses payable by any of them pursuant to the adjudication or settlement of any such Indemnified Customer Claim or as otherwise incurred.
- 9.4 The intellectual property indemnity under clause 12.5 of our Standard Terms and Conditions) applies to the Service to the extent Your use of the Service (as permitted under the Agreement) infringes any patent, trademark, or copyright enforceable under the laws of a Territory or the member states of the European Union, but not otherwise. Where any claim under the indemnity relates to intellectual property owned by or licensed to 8x8 or its affiliates We may give 8x8 authority to defend that element of the claim.



## **10. Emergency Dialling (excluding Third Party SaaS Services)**

- 10.1 Emergency numbers can be accessed, free of charge, if the 8x8 SaaS Service is fully operational and if accessed from within the United Kingdom (or within the Republic of Ireland if X Series X1 and X2 Subscription for Republic of Ireland are applicable) (the "Service Location").
- 10.2 If You use the 8x8 SaaS Service outside the Service Location You will not be able to call the emergency numbers in such service location, or such calls may be routed to an incorrect answering point.
- 10.3 If there is an outage affecting the 8x8 SaaS Service for any reason (such as electrical outages and broadband service outages) the outage may prevent access to emergency number dialling.
- 10.4 You are responsible for registering Your primary physical location where the 8x8 SaaS Service will be used, and update will notify Us of any changes. If You do not notify Us of changes to the location of where the 8x8 SaaS Service is being provided, it may or may not be possible for emergency operators and authorities to identify the location and phone number when an emergency number is dialled. Extension information may not be provided to emergency services, only location information of the primary location.
- 10.5 If an emergency number is dialled, You or Your users will need to state the location and phone number promptly and clearly, as emergency operators and authorities may not have this information. The emergency operator may ask for specific information to correctly transfer the call to a local emergency services department such as police, fire brigade, rescue, coastguard, etc.
- 10.6 Emergency operators and authorities may or may not be able to identify the phone number in order to call the caller back if the call is unable to be completed, is dropped or disconnected, or if the caller is unable to speak to tell them the phone number and/or if the 8x8 SaaS Service is not operational for any reason. Emergency operators and authorities may also not be able to hold the line open in the event the caller hangs up.
- 10.7 You shall inform all users of the 8x8 SaaS Service of the above limitations and shall provide all users with an alternative means of accessing emergency services other than through the 8x8 SaaS Service.
- 10.8 For clarity, the Virtual Contact Centre Service is an 'over-the-top' call-routing software solution that is integrated with, and is dependent upon, Your underlying telephony system (whether separately provided by Us or a third-party telephony Provider). As such, calls to emergency services cannot be made within the service application and You need to ensure that calls to the emergency services are secured through Your underlying telephony Provider (if not provided by Us).

## **11. Number Usage & Geographic Number Porting (excluding Third Party SaaS Service)**

- 11.1 This paragraph 11 shall only apply where You are provided with a geographic telephone number (including a code) as part of the 8x8 SaaS Service. We (using our subcontractor 8x8) will provide geographic number porting in accordance with applicable law, but You understand that number portability may be unavailable with the 8x8 SaaS Service in certain circumstances (such as no porting agreement between carriers). As such, if You move Your service to or from Us or to or from another provider, You may not be able to keep Your geographic telephone number. Where geographic number portability is available with the 8x8 SaaS Service, We shall take reasonable steps to ensure that the transfer of Your geographic number and subsequent activation is completed within one working day, provided all necessary activation processes and validations have been completed, the network connection is ready for its use and (where You wish to port Your telephone number to Us) Your donor provider has received a request to activate the transfer of the geographic number from Us and agreed a transfer date (the "porting activation requirements").
- 11.2 Where You wish to port Your geographic number(s) from another provider (the "donor provider") to Us, You authorise Us to have the geographic number(s) from the other provider's lines listed in the Order Form routed by Us instead of the other provider and to forward appropriate details of Your porting application for the 8x8 SaaS Service to Us. You will receive advance notification of the change of service from the other operator to Us. Our ability to provide the service is subject to the donor provider porting the geographic numbers.
- 11.3 For the avoidance of doubt and in accordance with applicable law, the one working day time period does not commence from the date the geographic number transfer request is submitted. Unless provided otherwise under applicable law, the one working day time period commences from the agreed date of port and once an agreement to port has been concluded between Us and (where You wish to port Your telephone number to Us) such donor provider following completion of all the porting activation requirements.
- 11.4 Following completion of the porting activation requirements, We (or our subcontractor 8x8) shall send a notification informing You of the date when Your number will be transferred. If having notified You of the date when such number will be transferred there is a subsequent delay in the porting activation requirements, We will notify You of the new date.
- 11.5 Subject to the below, if the number transfer has not completed within one working day after the confirmed transfer date due to our acts or omissions, You shall be entitled to claim compensation from the second working day after the confirmed transfer date up until the number transfer completion date. Any compensation

awarded shall be in full and final settlement of any claim in respect of the delay. Compensation is calculated by multiplying the monthly recurring Rental charge relevant to such number by 12, dividing by 365 and multiplying by the number of days delayed until porting is complete. Payment of any compensation shall be by credit against the following invoice.

- 11.6 Unless provided otherwise under applicable law, any change to the date of the number transfer due to the porting activation requirements not being completed shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation. We shall also not be liable for any actions or omissions of carriers where such act or omission was not directly caused by Us.
- 11.7 In the case of analogue lines being utilised for facsimile machines, the standard service is not compatible, and an alternative e-fax service will be offered for numbers that are required to be ported to Us. This may result in loss of fax service for a period of up to 15 days.
- 11.8 Where You are provided with a telephone number (including a code) as part of the 8x8 SaaS Service, then that code and number does not belong to You and You may not be able to keep that number or sell, dispose or transfer that number at any time. We will use reasonable endeavours to ensure that You are able to keep Your number during the term of the Agreement, but We reserve the right to change the number on reasonable notice if We determine in good faith that the change is required by or advisable under applicable law or is instructed by the relevant regulator.
- 11.9 Except where the number porting is required due to You terminating the Service or the Agreement due to our default, We may charge a reasonable administration fee per number ported or attempted to be ported if and to the extent permitted by applicable law, and such fee shall be as instructed following receipt of an Order Form.

## **12. Ending the Agreement**

- 12.1 Unless otherwise expressly agreed by Us in writing, You shall not be entitled to terminate the Agreement in relation to part only of the Service(s).



## Annex 1

### Optional Component Terms

#### 1. Devices / Purchased Equipment

- 1.1 If We agree to provide You with a Device it will be as Purchased Equipment, the description of the Device will be as set out in the Data Sheet, no other descriptions of Purchased Equipment will apply.
- 1.2 We will provide the Device and We will pass through to You the manufacturer's standard warranty. You may return any defective Device covered by the warranty by obtaining a return authorisation number from Us and returning the Device in suitable packaging to an address specified by Us, in which case We shall replace the Device at no charge and pay the reasonable associated shipping costs.
- 1.3 Title in the Device and risk of loss or damage to Device will pass to You upon delivery to the address confirmed on the Order Form.
- 1.4 You will be considered to have accepted a Device on the date You give Us written acceptance of the Device or five (5) days after We have delivered the Device to You, whichever is earlier.
- 1.5 We may invoice You for each Device purchased from Us from the date We ship the Device to You.

#### 2. Extended Payment Plan

- 2.1 You may procure a Device from Us pursuant to an Extended Payment Plan ("EPP") as set out in the Order Form which allows You to equally spread the payment for the Device where EPP applies on a monthly basis over the EPP term set out in the Order Form subject to the following conditions: -
  - 2.1.1 any EPP must be for a period of no less than 24 months or 36 months as applicable and set out in the Order Form and must in all cases be within the Minimum Period set out in the Order Form;
  - 2.1.2 any EPP is only applicable for new orders or add-on orders provided that the Minimum Term for such new order, or the remaining Minimum Term for add-on orders, must in all cases be equivalent or longer than the EPP term set out in the Order Form;
  - 2.1.3 unless otherwise agreed by Us, You may not pay any outstanding balance for the Device under an EPP in advance of the EPP term;
  - 2.1.4 the number of the Device under EPP should be no more than the volume of Your X Series Subscription
- 2.2 We will start invoicing You for each Device purchased from Us under the EPP from the date We ship the Device to You.
- 2.3 If you cancel an Order or the Agreement, sell or otherwise dispose of or grant any lien over any Device under an EPP before all payments for the Device under the EPP has been fulfilled, You will nonetheless be required to pay any outstanding balance for the Devices for the remainder of the EPP term.
- 2.4 Where You procure Device pursuant to the EPP and if you have not paid for the Device in accordance with the EPP as set out in the Order Form, in accordance with clause 9.12 of the of the Standard Terms and Conditions You shall pay interest payments for the Device in respect of the amount of due for the Device under the EPP.
- 2.5 You will be liable for any EPP payments for the duration EPP term as set out in the Order Form regardless of whether a Device is defective after the manufacturer's warranty period expires.

#### 3. 8x8 Professional Service

- 3.1 8x8 Professional Services will be documented in a statement of work together with any additional Special Terms for 8x8 Professional Services.
- 3.2 The statement of work will be the exclusive description of the 8x8 Professional Services, no other descriptions will apply.
- 3.3 We will not be obliged to provide any 8x8 Professional Services until We have counter signed the statement of work, but We may activate and start invoicing You for the Service before We agree any statement of work or complete any 8x8 Professional Services.
- 3.4 You acknowledge that 8x8 (or its subcontractors) provide the 8x8 Professional Services; but We will remain responsible for the acts and omissions of 8x8 except in relation to matters covered by the 8x8 Data Processing Agreement.

- 3.5 The 8x8 Professional Services will be provided in accordance with Good Industry Practice and We will work with 8x8 to ensure the 8x8 Professional Services are complete by the dates agreed in the Statement of Work but You acknowledge these dates are estimates and We will not be liable to You for any delays.
- 3.6 Unless We have agreed to a different invoicing schedule in a statement of work We may invoice You for the 8x8 Professional Services in full from the Start Date.
- 3.7 8x8 Professional Services are provided remotely so Charges for 8x8 Professional Services exclude any travel or related expenses. If 8x8 Professional Services are provided on site We may recover Our travel and related expenses in addition to the Charges.

#### **4. 8x8 Secure Pay**

- 4.1 You will be responsible for compliance with all payment card industry standards, including but not limited to the PCI DSS standard.
- 4.2 8x8 Secure Pay is compatible for use with the payment gateway providers listed in the Data Sheet and You acknowledged this list is subject to change.
- 4.3 You will be the merchant (as defined by the PCI Security Standards Council) and will be responsible for the legal and operational relationship between You and the payment gateway provider and for compliance with all obligations as they relate to a merchant.
- 4.4 An 8x8 Secure Pay Amazon Web Services (AWS) region provisioning package is required with every instance of the Secure Pay system purchased.

#### **5. Hot and Cold Storage**

- 5.1 We make no representation that the Service will comply with any industry standards, codes of practice or regulations imposed on You regarding Call, Meeting and Screen Recording and Stored Content.
- 5.2 You will be responsible for ensuring that the Call, Meeting and Screen Recording is used in compliance with all applicable laws, including but not limited to Data Protection Legislation.
- 5.3 You shall use, and shall procure that all Personnel use the Call, Meeting and Screen Recording and any Hot and Cold Storage in accordance with all applicable laws, in particular You will: (A) inform any person using the Service or contacted by the Service that that Call, Meeting and Screen Recording may be in operation and that the You may create and retain Stored Content, (B) not create or retain Stored Content unless, and then only to the extent Stored Content may be created and stored in accordance with applicable law and not otherwise, (C) only permit individuals to access Stored Content where they have a legal basis to do so and not otherwise.
- 5.4 We will keep Stored Content until the Storage Period expires, but may hold Stored Content for longer if required by applicable law.
- 5.5 Access to Stored Content is not covered by any service level agreement and You will hold Us harmless against any temporary loss of access to Stored Content. In all circumstances We recommend that You make Your own back up of any Stored Content.
- 5.6 All Storage Periods for Stored Content will terminate with the termination or expiry of the Service and You ensure You have downloaded any Stored Content You wish to retain prior to the end of the Service.
- 5.7 All Stored Content will be permanently deleted on expiry or termination of the Service.

#### **6. Chargeable Training**

- 6.1 If We agree to provide You training as set out in the Data Sheet, all chargeable training must be used within a period of six (6) months from the date of the Order Form, otherwise the training will be forfeited and no credits will be provided.