8x8 App Store VAR Terms of Use

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These 8x8 App Store VAR Terms of Use ("***VAR Terms***") govern your access to and use of the 8x8 App Store (the "***App Store***") and the applications made available through it ("***Apps***") where that access is provided through an 8x8 distributor (your "***Distributor***"). By clicking "Agree" or taking a similar affirmative action where these VAR Terms are presented in the App Store, or by accessing the 8x8 App Store, you agree to these VAR Terms on behalf of your company ("***VAR***").

These VAR Terms are in addition to your agreement with your Distributor, to which 8x8 is not a party, and control with respect to your use of the App Store and Apps. These VAR Terms are between VAR and the 8x8 entity that is party to the distributor agreement under which your Distributor provides your access to the App Store, and "8x8" as used in these VAR Terms means that entity. If you have a separate written agreement with 8x8 (such as a VAR authorization agreement), these VAR Terms apply notwithstanding anything to the contrary in that agreement and do not amend it.

1. Access and Eligibility

Access to the App Store under these VAR Terms is available to resellers of 8x8 distributors who are provided access by 8x8. You must be authorized to act on behalf of your company to accept these VAR Terms. By accepting, you represent that you have that authority.

8x8 may modify, suspend, or discontinue access to the App Store or any App at any time, with or without notice, at its sole discretion. Your access under these VAR Terms ends automatically when your Distributor's right to provide you access to the App Store ends or your Distributor withdraws your authorization.

2. App Categories

Apps in the App Store are designated by category. The category label displayed within the App Store determines which terms apply to your use of that App. Category designations are cumulative and not exclusive of one another: an App may carry more than one designation, in which case all correspondingly applicable terms apply to that App. Where an App requires acceptance of additional App-specific terms, you accept those terms once, upon your first installation, enablement, or access of that App, and those terms will not be re-presented for that App except as described in Section 5.

2.1 GA Apps

GA Apps are generally available features or services covered by your agreement with your Distributor. No additional terms apply beyond those in that agreement, an applicable order, or the Product Schedules or Third Party sections in the 8x8 Legal Information Hub, available at 8x8.com/legal.

2.2 Labs Apps

Apps designated "Labs" are experimental features provided for exploration purposes only.

- Labs Apps are provided as-is, with no warranties of any kind.
- 8x8 may withdraw, modify, or discontinue any Labs App at any time without notice and without liability.
- Your use of a Labs App is entirely at your own risk. 8x8 is not responsible for any loss, damage, or disruption arising from use of a Labs App.
- Labs Apps are not subject to any service level commitments.
- Labs Apps may be incomplete or unstable, may behave in unexpected ways, may not meet your requirements, and may be interrupted. A Labs App may never become part of a generally available (GA) product.
- You acknowledge that Labs Apps may contain errors, bugs, or vulnerabilities and are not production-ready.

2.3 Beta Apps

Apps designated "Beta" are pre-release services that have not yet reached general availability (GA). Your use of Beta Apps is subject to the 8x8 Beta Services Terms of Use, available at https://www.8x8.com/legal/terms-and-conditions/8x8-beta-services-terms-of-use, in addition to these VAR Terms. Subject to Section 2.7, the Beta Services Terms of Use govern in the event of any conflict with respect to Beta Apps.

2.4 Early Access Participation (EAP) Apps

Apps designated "Early Access Participation" (EAP) are pre-release services that have not yet reached general availability (GA). Your use of EAP Apps is subject to any 8x8 Early Access Participation terms applicable to that App, as published in the relevant Product Schedule on the 8x8 Legal Information Hub (8x8.com/legal) or as otherwise

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identified in the App Store, in addition to these VAR Terms. Subject to Section 2.7, such Early Access Participation terms govern in the event of any conflict with respect to EAP Apps.

2.5 Paid Apps

Apps designated "Paid" are services with associated charges. All charges arising from Paid Apps enabled for you are billed to your Distributor as described in Section 3; your pricing, if any, is determined solely by your agreement with your Distributor.

2.6 API Apps

2.6.1 Scope. This section applies to Apps that provide or rely upon programmatic access to 8x8 systems, including application programming interfaces (APIs), MCP server connections, webhooks, or similar integration mechanisms (collectively, "***API Access***").

2.6.2 License Grant. Subject to these VAR Terms, 8x8 grants you a limited, non-exclusive, non-transferable, revocable license to access and use API Access features solely as provided through an App, for your internal business purposes. This license does not include the right to: (a) access 8x8 APIs independently of the App; (b) build or distribute your own applications using the API; or (c) sublicense or resell API Access to any third party, except as expressly permitted by the applicable App documentation.

2.6.3 API Credentials. Where an App provides API keys or similar credentials ("***API Credentials***"), you must: (a) keep API Credentials secure and confidential; (b) not share them with unauthorized parties; and (c) promptly notify 8x8 of any suspected unauthorized use or compromise. 8x8 may revoke or rotate API Credentials at any time without liability for unauthorized use arising from your failure to maintain their security.

2.6.4 Use Restrictions. You may not: (a) reverse engineer, decompile, or attempt to derive the source code or underlying algorithms of any API; (b) use API Access to build a service or platform that competes with 8x8 or any App; (c) exceed applicable rate limits or technical constraints specified in App documentation; or (d) use API Access in violation of applicable law or the 8x8 Use Policy, available at https://www.8x8.com/legal/terms-and-conditions/use-policy.

2.6.5 Modifications. 8x8 may modify, deprecate, or discontinue API Access features at any time. Where practicable, 8x8 will provide reasonable advance notice. Continued use of an App following any modification constitutes acceptance of the change.

2.6.6 Ownership. 8x8 retains all rights, title, and interest in and to all APIs, API documentation, and related technology. Nothing in this section grants you any ownership interest in any 8x8 API.

2.6.7 Token Consumption. Where use of API Access triggers token consumption or other functionality that incurs App Store Credits charges, such charges are billed to your Distributor as described in Section 3; you are not required to pay 8x8 for such charges.

2.7 Order of Precedence

If a conflict arises among the terms applicable to an App, the following order of precedence applies, with each document controlling over those listed after it, solely to the extent of the conflict: (1) the Labs Apps terms set forth at Section 2.2 of these VAR Terms, as to Labs Apps; (2) the Beta Services Terms of Use, as to Beta Apps; (3) any App-specific terms, including those set forth in an applicable Product Schedule on the 8x8 Legal Information Hub or otherwise identified in the App Store; and (4) the rest of these VAR Terms. These VAR Terms do not modify your agreement with your Distributor, and 8x8 is not a party to that agreement.

2.8 Product Schedules

Certain Apps in the App Store may be subject to additional product-specific terms published as Product Schedules on the 8x8 Legal Information Hub (8x8.com/legal). Product Schedules applicable to an App are incorporated into these VAR Terms by reference. If a Product Schedule for an App is posted on the Legal Information Hub at the time you accept these VAR Terms, it is incorporated as of that acceptance. If a Product Schedule is posted after your initial acceptance, it is incorporated upon your first enablement or access of the applicable App following that posting; your continued use of that App after the posting constitutes acceptance of the Product Schedule. The applicable Product Schedule for an App is identified by the App name as it appears in the App Store.

3. Your Distributor Relationship

This Section 3 describes the relationship among you, your Distributor, and 8x8 with respect to the App Store and the Apps. You may be referred to as an "Account" of your Distributor in other 8x8 App Store terms.

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3.1 Access Through Your Distributor
Your access to the App Store is provided through your Distributor, which determines which Apps are enabled for your account and remains 8x8's customer of record. 8x8 may act on your Distributor's instructions regarding your account and access (including enabling or disabling any App). Your Distributor is not 8x8's agent and has no authority to make commitments on 8x8's behalf. You are responsible for all use of the App Store and Apps under your account, including by your users.

3.2 Charges and Credits
All charges arising from your, your users', and your end customers' use of Apps (including Credits consumed under your account or your end customers' accounts) are billed to and payable by your Distributor, and your pricing, if any, is determined solely by your agreement with your Distributor. Credits plans covering your account and your end customers' accounts are purchased by your Distributor; you may not purchase Credits directly from 8x8 and will not be required to accept, and are not bound by, the 8x8 App Store Credits Terms. Nothing in these VAR Terms requires you to pay 8x8 for Apps or Credits. You acknowledge that use of Paid Apps enabled for your account or your end customers' accounts (whether by you or your users) incurs charges from first use, that your Distributor is responsible to 8x8 for all such charges, and that you will be responsible to your Distributor for those charges under your agreement with your Distributor.

3.3 Relationship of the Parties
These VAR Terms bind only you and 8x8; they do not bind your Distributor, and they do not relieve your Distributor of its obligations to 8x8 (including its payment responsibility for usage by you, your users, and your end customers). These VAR Terms are in addition to any App-specific terms applicable to you under Section 2. 8x8 is not a party to, and is not responsible for, any commitment your Distributor makes to you regarding the App Store or any App.

4. Use Policy
All use of any App must comply with the 8x8 Use Policy (available at https://www.8x8.com/legal/terms-and-conditions/use-policy) and all applicable laws and regulations. 8x8 reserves the right to suspend or terminate access to any App if it reasonably determines that you or your users are using an App in violation of applicable law or 8x8 policy.

5. Updates to Terms
8x8 may update these VAR Terms from time to time. If 8x8 makes a material change, you will be prompted to review and accept the updated terms the next time you access the App Store. Continued use of the App Store after that acceptance constitutes your agreement to the updated terms. This Section 5 applies equally to any other terms presented in or applicable to the App Store or any App, and 8x8 may update any of those terms in the same manner.

6. General
These VAR Terms take effect upon your acceptance and continue until terminated. They terminate automatically when your access ends as described in Section 1, and 8x8 may terminate them upon notice to you if you breach them. Termination does not relieve you of obligations accrued before termination. Provisions of these VAR Terms that by their nature should survive termination will survive. These VAR Terms are governed by the law specified in any separate written agreement between you and 8x8; if there is none, the laws of the State of California apply, without regard for choice or conflicts of law rules. Any terms not defined here have the meanings given to them in the applicable Product Schedules or App-specific terms. These VAR Terms are for the benefit of VAR and 8x8 only and confer no rights on any other person, including your Distributor, any end user, or other third party.

8x8 makes the App Store and Apps available to you at no charge from 8x8. To the maximum extent permitted by applicable law, 8x8 disclaims all liability to you arising out of or relating to the App Store and the Apps, however arising, and your sole and exclusive recourse for any claim relating to the App Store or any App is against your Distributor under your agreement with your Distributor. Nothing in these VAR Terms excludes or limits liability that cannot be excluded or limited under applicable law.

7. Feedback
You hereby assign to 8x8 all right, title, and interest (including intellectual property rights) in and to any feedback, suggestions, corrections, or improvements you provide relating to the Apps or the App Store. 8x8 may use any such feedback for any purpose, commercial or otherwise, without compensation to you.

8. AI Disclosures
8.1 Scope. This Section 8 applies to Apps in the App Store that incorporate or provide access to AI-powered features or functionality ("***AI Features***"). For EAP-designated Apps, the AI terms in the applicable Product Schedule or EAP terms for that App supplement and, to the extent of conflict, supersede this Section 8.

8.2 Nature of AI Outputs. AI Features generate outputs using probabilistic models that may be inaccurate, incomplete, or otherwise unsuitable for your purposes. 8x8 does not warrant the accuracy or reliability of

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AI-generated outputs. You are responsible for independently reviewing AI-generated outputs before relying on them for any consequential purpose.

8.3 AI Service Providers. AI Features may rely on third-party providers of large language models and other AI infrastructure ("***AI Service Providers***"). 8x8 may select, replace, or modify AI Service Providers at any time in its sole discretion.

8.4 Custom Agent Configuration. Certain AI Features may allow you to create and deploy custom AI agents ("***Custom Agents***"). 8x8 is not responsible for the configuration, instructions, or outputs of Custom Agents. You are responsible for ensuring Custom Agents used under your account comply with applicable law and 8x8's Use Policy.

8.5 Data Not Used for Model Training. 8x8 will not use your data submitted to AI Features ("***AI Input Data***") to train or fine-tune any machine learning model without prior written consent. This is 8x8's own obligation and does not govern AI Service Providers' independently applicable terms.

8.6 Automated Decision-Making. Where you use AI Features to make or contribute to decisions with legal or similarly significant effects on individuals ("***Consequential AI Decisions***"), you are responsible for: (a) complying with applicable automated decision-making laws, including required notices, opt-out rights, and human oversight; (b) conducting any required data protection impact assessments; and (c) implementing appropriate safeguards for individual rights.

8.7 High-Risk AI Use. Where you use AI Features for high-risk AI applications under applicable law (including the EU AI Act), you must: (a) notify 8x8 in writing in advance; (b) independently satisfy, at your own cost, all applicable provider and deployer obligations, including any required conformity assessment, technical documentation, risk management, human oversight, and post-market monitoring; and (c) not represent that 8x8 has assessed, certified, or validated any AI Feature for such use. 8x8 may suspend or terminate access to AI Features where it reasonably believes you are using them in violation of applicable AI regulation.

8.8 Feedback on AI Features. Feedback you provide on AI Features does not constitute consent to use of your AI Input Data for model training purposes. 8x8's feedback obligations are addressed in Section 7 (Feedback) of these VAR Terms.

8.9 Your Configurations, Inputs, and End-User Notices. You are responsible for how you configure AI Features and for all data, content, prompts, and other inputs that you or your users submit to them. You are also responsible for providing any notices and obtaining any consents that applicable law requires in connection with your use of AI Features, including, where required, informing individuals that they are interacting with artificial intelligence rather than a person, and obtaining any consent needed to record, transcribe, or otherwise process their communications.

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