



8x8-RESELLER BUSINESS ASSOCIATE AGREEMENT TERMS

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BAA-1. BAA TERMS. These 8x8-Reseller Business Associate Agreement Terms (these “**BAA Terms**”) apply as between 8x8, Inc. (“**8x8**”) and the applicable 8x8 reseller (“**Reseller**”) if Reseller’s resale agreement or other written agreement providing for the resale of 8x8-offered products (the “**Reseller MSA**”) so provides, and in such cases are a part of and incorporated in the Reseller MSA. These BAA Terms apply specifically and exclusively to UCaaS and CCaaS 8x8 SaaS Services and other services only if they are subject to applicable Usage Guidelines or Supplemental Terms (collectively, “**Services**”) that 8x8 provides to Reseller in respect of the Named End Customer (as defined in the BAA Form), and do not modify, limit, supplement, expand, or affect any rights or obligations as to Services provided under the Reseller MSA in respect of any other End Customer.

The BAA Form, including these BAA Terms which are a part of and incorporated in the BAA Form, will govern and prevail in the event of any conflict with the Reseller MSA. Capitalized terms used and not defined in these BAA Terms have the meanings assigned to them in the BAA Form or the Reseller MSA. Capitalized terms used but not defined in the foregoing have the meanings set forth at 45 C.F.R. Parts 160, 162, and 164.

BAA-2. SCOPE OF PERMITTED USE OR DISCLOSURE OF PHI. 8x8 is entitled to make the following permitted uses or disclosures of any Protected Health Information that 8x8 creates, receives, maintains, or transmits on Reseller’s or the Named End Customer’s behalf in connection with its provision of Services to Reseller in respect of the Named End Customer (“**PHI**”):

- (a) uses or disclosures as permitted or required by the Reseller MSA, the 8x8-Customer Agreement (if any such agreement exists), or the service agreement between Reseller and the Named End Customer (“**Reseller-Customer Agreement**”), to provide, manage, maintain, deploy, enhance, and improve the Services;
- (b) uses of PHI for the proper management and administration of 8x8 or to carry out the legal responsibilities of 8x8;
- (c) disclosures of PHI for the proper management and administration of 8x8 or to carry out the legal responsibilities of 8x8 if either (i) such disclosure is “required by law” as set forth in 45 C.F.R. § 164.103 and including a requirement to disclose imposed by administrative or judicial process (“**Required by Law**”) or (ii) such disclosure is to a member of 8x8’s workforce and (1) 8x8 obtains reasonable assurances from the person to whom such PHI is disclosed that such PHI will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to such person and (2) such person agrees to notify 8x8 of any instances in which such person becomes aware the confidentiality of such PHI has been compromised;
- (d) disclosures to 8x8’s subcontractors or agents, subject to Section BAA-7 (8x8’s Use of Agents); and
- (e) uses or disclosures otherwise Required by Law.

Notwithstanding the foregoing, 8x8 will not use or disclose PHI (A) for any purpose other than such permitted uses or disclosures or (B) in violation of the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “**HIPAA Privacy Rule**”). 8x8 will make reasonable efforts to limit the uses and disclosures of PHI to the minimum necessary to accomplish the intended purpose of such uses and disclosures in accordance with the HIPAA Privacy Rule.

Usage Guides. Named End Customer’s use of Services to process PHI is subject to the usage guide(s) (each, a “**Usage Guide**”) and supplemental terms (“**Supplemental Terms**”) applicable to such Services, as published and updated by 8x8 via the 8x8 Legal Information Hub at www.8x8.com/legal. 8x8’s obligations under this Section BAA-2 (Scope of Permitted Use or Disclosure of PHI) and Section BAA-4 (PHI Safeguards) with respect to PHI processed through a Service apply only to the extent Named End Customer’s use of such Service is consistent with the then-current Usage Guide or Supplemental Terms applicable to that Service.

BAA-3. RESELLER BAA OBLIGATIONS. Reseller will:

- (a) notify 8x8 of any limitations in the notice of privacy practices of Reseller, the Named End Customer (where the Named End Customer is a Covered Entity), or the applicable upstream Covered Entity (where the Named End Customer is a Business Associate) (the Named End Customer or such Covered Entity, as applicable, the “**Applicable Covered Entity**”) under 45 C.F.R. § 164.520 to the extent that such limitation may affect 8x8’s uses or disclosures of PHI;

- (b) notify 8x8 of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect 8x8's use or disclosure of PHI;
- (c) notify 8x8 of any restrictions on the use of PHI to which any Applicable Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 to the extent that such restrictions may affect 8x8's use or disclosure of PHI; and
- (d) not request 8x8 to use or disclose PHI in any manner that would not be permissible if such use or disclosure were made by Reseller or any Applicable Covered Entity, other than uses or disclosures permitted under clause (a) of Section BAA-2 (Scope of Permitted Use or Disclosure of PHI) made in the ordinary course of business.

BAA-4. PHI SAFEGUARDS. 8x8 will comply with the applicable provisions of the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "**HIPAA Security Rule**") by implementing and maintaining administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI. 8x8 will prevent the use or disclosure of PHI other than as provided for in these BAA Terms or as Required by Law.

BAA-5. PHI BREACH NOTIFICATION. 8x8 will, within forty-eight (48) hours of its discovery of the Breach or the Security Incident, notify Reseller of any Breach or Security Incident that compromises the security, integrity, or privacy of PHI to the extent required by, and in accordance with the procedures in, 45 C.F.R. § 164.410.

BAA-6. INDIVIDUAL RIGHTS. 8x8 will provide commercially reasonable cooperation with Reseller's efforts to meet any obligations that it might have to an Individual under 45 C.F.R. §§ 164.524, 164.526, or 164.528. However, 8x8 will not be able to identify Individual(s) to which any PHI within such Content relates through commercially reasonable efforts.

BAA-7. 8x8'S USE OF AGENTS. With respect to any subcontractor or other agent to which 8x8 provides PHI, 8x8 will, through a business associate agreement consistent with the HIPAA Security Rule and HIPAA Privacy Rule:

- (a) ensure that such agent agrees to the same restrictions and conditions on uses and disclosures of such PHI that apply to 8x8;
- (b) ensure that such agent agrees to comply with the applicable requirements of the HIPAA Security Rule by implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in the same manner as such PHI is required to be protected under Section BAA-4 (PHI Safeguards);
- (c) ensure that such agent will notify 8x8 of any Breach or Security Incident in the same manner as notification must be made under Section BAA-5 (PHI Breach Notification);
- (d) require such agent to require any of its sub-subcontractors or other sub-agents to enter into a business associate agreement with such agent that contains the same restrictions and conditions that apply to such agent, consistent with the HIPAA Security Rule, HIPAA Privacy Rule, and the requirements of these BAA Terms; and
- (e) authorize termination of the agreement between 8x8 and such agent if 8x8 determines that such agent has violated a material term of such agreement and such termination is permitted by the terms and conditions of such agreement.

BAA-8. AUDIT BY SECRETARY. 8x8 will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Reseller's, 8x8's, any Applicable Covered Entity's, a subcontractor's, or an agent's compliance with the HIPAA Security Rule, the Standards for Notification in the Case of Breach of Unsecured Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and D, or the HIPAA Privacy Rule, provided that where the purpose of the Secretary's inspection is to determine the compliance of Reseller, any Applicable Covered Entity, or any upstream Business Associate or subcontractor other than 8x8, Reseller shall be responsible to 8x8 for 8x8's and its Affiliates' reasonable costs and expenses in connection with such inspection and complying with such request.

BAA-9. AMENDMENTS DUE TO CHANGES IN LAW. 8x8 and Reseller will negotiate in good faith any modifications to these BAA Terms, or a replacement of these BAA Terms, to the extent necessary in order to maintain compliance with applicable Law, including the Health Insurance Portability and Accountability Act of 1996, Public Law Number 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act within the American Recovery and Reinvestment Act of 2009, Public Law Number 111-5 (the HITECH Act), and the regulations promulgated thereunder.

BAA-10. TERM AND TERMINATION. These BAA Terms become effective, and terminate, pursuant to and in accordance with the terms of the BAA Form.

BAA-11. POST-TERMINATION DISPOSITION OF PHI. Upon the termination of the BAA Form, 8x8 will, if feasible, return or destroy all PHI that 8x8 maintains at such time in any form and shall retain no copies of PHI or, if such return or destruction is infeasible (including because retention of such PHI is Required by Law), 8x8 shall extend the protection of these BAA Terms to such PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of such PHI infeasible. If return or destruction of PHI is infeasible and 8x8 retains possession of such information, the provisions of this Section BAA-11 will survive termination of the Reseller MSA or the Reseller-Customer Agreement (as applicable). Any obligation of destruction under this Section BAA-11 will be subject to evidence or other preservation or retention requirements under applicable Law.