

EARLY ACCESS PARTICIPATION AGREEMENT (8x8 AI STUDIO - DIRECT CUSTOMERS – CLICK-THROUGH)

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THIS **EARLY ACCESS PARTICIPATION AGREEMENT (8x8 AI STUDIO - DIRECT CUSTOMERS)** (“**Agreement**”) is entered into by and between the 8x8 entity that is party to your service agreement with 8x8 (your “**Customer Agreement**”) (“**8x8**”) and the 8x8 direct customer associated with this 8x8 App Store account (“**Customer**” or “**you**”).

You and 8x8 make this Agreement so you can evaluate certain early access, beta, pilot or similarly designated cloud-based unified communications, collaboration, contact center and/or other services identified below (the “**Program Services**”). 8x8’s provision and your use of the Program Services is the “**Program**.”

1. Agreement. The parties will conduct the Program in accordance with this Agreement, the [8x8 App Store Terms of Use](http://8x8.com/legal/app-store-terms-of-use) located at 8x8.com/legal/app-store-terms-of-use, the [8x8 App Store Credits Terms](http://8x8.com/legal/app-store-credits-terms) located at 8x8.com/legal/app-store-credits-terms, the [8x8 Beta Services Terms of Use](http://www.8x8.com/legal/terms-and-conditions/8x8-beta-services-terms-of-use) located at <http://www.8x8.com/legal/terms-and-conditions/8x8-beta-services-terms-of-use>, any 8x8 Order(s) and statement(s) of work the parties agree to, any other documents incorporated herein, and your Customer Agreement. Your Customer Agreement applies to the Program Services to the extent such agreement does not conflict with this Agreement, in which case this Agreement will prevail to the extent of the conflict. Any conflict among this Agreement and the other documents referenced in this Section 1 will be resolved in accordance with the order of precedence set forth in the 8x8 App Store Terms of Use.

2. Scope of Program. The following terms apply to the Program:

Program	Early Access Participation (“ EAP ”) for 8x8 AI Studio	Product Description:	8x8 AI Studio (“ AI Studio ”) and AI Studio Apps. “ AI Studio Apps ” means any App or feature made available through the 8x8 App Store, 8x8’s administrative console, or other 8x8 platform interface that is built on, powered by, or provides access to AI Studio, in each case as identified by 8x8 and for so long as the App or feature is designated Early Access Participation (EAP), whether or not marketed under the AI Studio name. References in this Agreement to AI Studio (including in the Product-Specific Terms) include AI Studio Apps.
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Program Services:	If you are purchasing a paid EAP subscription, you are purchasing a subscription to an Early Access Version at a reduced price. Early Access Versions have a reduced price because they may have limited features and functions and the functionality may vary over time until the general availability (GA) of the product. The access period for this Early Access Version starts when Customer first enables or accesses the Program Services through the 8x8 App Store or other 8x8 platform interface (or, if earlier, the effective date of an applicable 8x8 Order for the Program Services) and continues until the earliest of: (a) GA of the product; (b) 8x8's discontinuation of the Program; and (c) expiration or termination of your Customer Agreement or the applicable 8x8 Order. Your termination and renewal rights are solely subject to your Customer Agreement or the applicable 8x8 Order for the Program Services (if such rights are specified therein). 8x8 may change the name and version of the product during the early access period. As part of early access to AI Studio, you agree that (a) 8x8 may identify you as an 8x8 customer and use your name and logo for promotional purposes on 8x8's website and in 8x8's social media posts, service literature and other public marketing materials, subject to any usage guidelines you provide, and (b) you agree to provide 8x8 with any support necessary for 8x8 to promote AI Studio, including but not limited to the provision of product references (for 8x8 and prospective 8x8 customers), quotations, testimonials, case study, or similar participation in the development of public marketing materials for AI Studio.
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3. Special Terms. The following additional product-specific terms and conditions become part of the Agreement, apply to the Program, and supersede the rest of the Agreement if they conflict (but only to the extent the conflict relates to the Program Services):

AI Studio Product Descriptions:	<u>AI Studio (General)</u> AI Studio is an ecosystem for building, deploying, and managing AI-powered voice and text agents. It enables businesses to create intelligent virtual agents that handle phone calls, SMS, WhatsApp, and contact center conversations using natural language. Agents are configured through a conversational AI copilot or visual interface, with built-in support for custom JavaScript tools, data stores, webhooks, and integrations with external systems via MCP (Model Context Protocol) connectors. AI Studio supports the full lifecycle of conversational AI - from prototyping a single agent to operating a fleet of agents across an organization. Each agent can be assigned phone numbers, connected to 8x8 Contact Center queues, and equipped with custom business logic through JavaScript tools that execute securely in isolated environments. Features like post-call evaluation, analytics dashboards, persistent memory, and RAG-enabled file stores allow teams to continuously measure and improve agent performance. Personal tenants give individual users their own AI assistant tied to their 8x8 extension, capable of screening calls, taking messages, and sending notifications. The platform is built on a global edge network, ensuring low-latency voice interactions worldwide, and integrates natively with 8x8's communication infrastructure for real-time voice, contact center routing, and live advisor capabilities. All configuration, deployment, and management can be performed through the MCP-powered copilot, making the platform accessible to both technical and non-technical users.
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EAP – AI Studio Product-Specific Terms:	All use of AI Studio is subject to the 8x8 App Store Terms of Use, the 8x8 App Store Credits Terms, and the Beta Services Terms of Use. AI Studio is not a UCaaS or CCaaS Service. AI Studio provides access to multiple large language models (LLM) and may include separate functionalities requiring separate implementations. 8x8 may select or substitute any LLM in its sole discretion, taking into account factors that may include user preference, availability, and other reasonable business considerations. If you must interface with third-party components to use AI Studio, you must provide 8x8 access as reasonably necessary to support your implementation. AI Studio may allow you to create, configure, and deploy custom AI agents (“Custom Agents”). You acknowledge that Custom Agents operate based on instructions and inputs. 8x8 is not responsible for the design, configuration, instructions, prompts, inputs, actions, and use of any Custom Agents, including ensuring that they comply with applicable laws, regulations, and third-party rights. 8x8 is not responsible for (i) any data, content, and materials submitted to or processed by Custom Agents, and (ii) any outputs, decisions, communications, or actions generated or taken by Custom Agents. 8x8 does not monitor or control the specific configurations you establish, nor validate or endorse any content, recommendations, or outputs generated from the configuration or use of Custom Agents. All of the foregoing are the sole responsibility of the user. Notwithstanding any other agreement between Customer and 8x8 (including any other data processing agreement, addendum, or exhibit), 8x8 processes personal data submitted to AI Studio as a data processor on your behalf, subject to the data processing obligations in the 8x8 Global Data Processing Addendum available on the 8x8 Legal Information Hub (8x8.com/legal).
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4. Miscellaneous. By clicking “Agree” or taking a similar affirmative action where this Agreement is presented, or by enabling or accessing any Program Services through any 8x8 platform interface (including the 8x8 App Store or 8x8’s administrative console), Customer agrees to this Agreement. This Agreement is effective as of the date of Customer’s first such acceptance. This Agreement continues until the earlier of (a) expiration or termination of your Customer Agreement, upon which this Agreement terminates automatically, (b) 8x8’s discontinuation of the Program, and (c) 8x8’s termination of this Agreement upon notice to Customer if Customer breaches it. Provisions of this Agreement that by their nature should survive termination will survive. 8x8 may update this Agreement from time to time as described in the 8x8 App Store Terms of Use.