



Regional Terms

For our Resellers & Partners

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About This Document & Definitions

This document is meant to be used in conjunction with an agreement between 8x8, Inc. or one of its subsidiaries (“**8x8**” or “**we**”) and a counterparty (referred to in this document as “**Reseller**” or “**you**”) authorized to resell 8x8-offered products and services. That agreement may be called a “Reseller Master Services Agreement” (or something else), but this document refers to it as the “**Agreement**.” Some capitalized terms are defined in this document, while capitalized terms used without definition (e.g., ‘End Customer’) have the meaning given to them in the Agreement.

The purpose of this document is to:

- Offer a modular approach to contract terms that allow for flexibility and adaptability across geographies.
- Facilitate a unified global MSA across diverse geographic locations while maintaining regional legal and regulatory compliance for you and 8x8.
- Tailor the MSA to comply with local laws, regulations, and business practices, ensuring alignment with the specific requirements and expectations in each licensed region.

Applicability of different parts of this document:

The title of each ‘Section’ in this document identifies a particular geographic region, which this document refers to as that Section’s “**Region**.” For example, Section 1 is titled ‘United States of America,’ so Section 1’s Region is the United States of America (and ‘Region’ used anywhere in Section 1 means the United States of America).

A ‘Section’ of this document applies to an Agreement if (a) the Territory (defined in the Agreement) includes any part of that Section’s Region or (b) products or services are provided under that Agreement to an End Customer with a location identified by a physical address in that Section’s Region. For example, Section 7 is titled ‘United Kingdom’ and so it applies to an Agreement that has any part of the United Kingdom included in that Agreement’s defined Territory.

Definitions:

- “**8x8 Numbers**”: telephone numbers that 8x8 provides in the Region.
- “**Ported-In Numbers**”: telephone numbers that an End Customer ports into 8x8-provided services in the Region.

Location:

The latest version of this document can always be found at www.8x8.com/legal (our “**Legal Information Hub**”). The Legal Information Hub collects a lot of the relevant information in one central and easy-to-use online location.

1 United States of America

1.1 911 and Emergency Services Notices

Under FCC regulations, Interconnected VoIP providers must:

- (1) Specifically advise every subscriber ... prominently and in plain language, of the circumstances under which E911 service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service. Such circumstances include, but are not limited to, relocation of the end user's IP-compatible CPE, use by the end user of a non-native telephone number, broadband connection failure, loss of electrical power, and delays that may occur in making a Registered Location available in or through the ALI database;
- (2) Obtain and keep a record of affirmative acknowledgement by every subscriber ... of having received and understood the advisory.

The below notice should be used for this purpose.

IMPORTANT NOTICE CONCERNING 911 FOR 8X8 X SERIES AND EXPRESS.

GENERAL. 911 emergency services for X Series and Express work differently than 911 emergency services for traditional wireline telephone services. The following provides an overview of how 911 emergency services work for 8x8 X Series and Express.

8X8 911 EMERGENCY DIALING.

IP Desk Phones and 8x8 Work Desktop Applications: Emergency dialing for IP desk phones and the 8x8 Work Desktop application works by routing a 911 call to the appropriate local emergency services operator based on the physical location for the IP desk phone or 8x8 Work Desktop application. The emergency services operator also receives the physical location information associated with the 911 call. The physical location can be determined in several different ways depending on how the service is configured and where the IP desk phone or 8x8 Work Desktop application is located when a 911 call is placed.

- *Automatically: When Nomadic 911 service is enabled for X Series and a 911 call is placed from a location covered by the Nomadic 911 service, the location will be determined automatically, and this location information will be transmitted to the appropriate local emergency service operator with the 911 call. Nomadic 911 service allows you to specify the location for the IP access points in your office(s). When a compatible IP desk phone or the 8x8 Work Desktop application is connected to a mapped IP access point, the location information for the IP access point will be used if the user places a 911 call. For additional information about Nomadic 911 see:*

https://support.8x8.com/cloud-phone-service/voice/admin-console/setup/Nomadic_911/Nomadic_911_FAQ?_ga=2.193022766.2045665342.1654796081-318855838.1654796081.

- *Customer Specified Location: Where Nomadic 911 service is not enabled or where a 911 call is placed from a location not covered by the Nomadic 911 service, the routing for a 911 call will be determined based on the customer specified location and the customer specified location will be transmitted to the local emergency services operator with the 911 call. You can update the location for 911 calls on 8x8.com, the account management portal, or by contacting 8x8 Customer Service. Where*

Nomadic 911 service is enabled, and the user uses the 8x8 Work Desktop application outside the locations covered by the Nomadic 911 service, the user is prompted to update his or her location.

For Nomadic 911, it is your responsibility to ensure that the locations for the mapped IP access points are correct. For customer specified locations, it is your responsibility to ensure that the location information is correct. Please note that it can take several hours for the initial or updated location information to become effective.

In certain circumstances, 911 calls will be routed to a National Emergency Call Center including: (1) location information has not become effective, (2) location information cannot be validated; (3) end user with Nomadic 911 did not update his or her address for a location outside the mapped IP access points, and (4) specified location is in an area not covered by the landline 911 network. 911 calls that are routed to the National Emergency Call Center may not include your telephone number or your location. Trained operators at the National Emergency Call Center will request your name, location, and telephone number and attempt to reach emergency responders in your local area. Until you give the operator your phone number, and location, he/she may not be able to call you back or dispatch help to your location if the call is dropped or disconnected.

Work Mobile Applications: When a user dials 911 from the 8x8 Work Mobile application, the 911 call will be automatically routed to the native dialer on the user's smartphone by default, and the call will be handled by the user's wireless service provider if wireless service is available. A Work Mobile application user can change the 911 behavior to go over Wi-Fi or a data network instead. In this setting, the 911 call will be routed as described in the "Customer Specified Location" for IP desk phones and 8x8 Work Desktop Applications above.

LIMITATIONS FOR 8X8 911 SERVICE.

Power and Broadband Outages: Emergency dialing for IP desk phones and 8x8 Work Desktop will not function in the event of a broadband, power or ISP Service failure or disruption. If there is an interruption in the power supply, a power surge or a power failure, the 8x8 service and emergency dialing will not function until power is restored.

Service Suspension or Termination by 8x8: A service outage or suspension (including, without limitation, suspension of service due to billing issues or delinquent or unpaid invoices) or termination of service by 8x8 will prevent ALL service, including the ability to make emergency 911 calls.

1.2 Numbers and Porting

8x8 will support number portability as required under applicable Law. Where supported, porting forms part of Project Services and is subject to the following:

1.2.1 Availability of Porting.

Number portability depends on the cooperation of third parties outside of 8x8's control and cannot be guaranteed. Portability may be unavailable under certain circumstances (e.g. outside the Region if 8x8 has no porting agreement with a relevant carrier).

1.2.2 8x8 Numbers.

8x8 will help End Customers retain numbers assigned in the Region during the Effective Period. However, 8x8 Numbers may be changed on reasonable notice to the Reseller where 8x8 determines in good faith that such change is required by Law or by a valid third-party claim to such 8x8 Numbers. Reseller must inform End Customers accordingly.

1.2.3 Port-Outs.

If an End Customer requests, 8x8 will help to port out 8x8 Numbers and Ported-In Numbers on termination of the applicable order or subscription. However, (a) outside the Region 8x8 has no obligation to port out 8x8 Numbers if doing so would require porting out a larger block of numbers, and (b) 8x8 may charge a reasonable administrative fee for each actual or attempted port-out (to the extent not prohibited by Law).

2 Australia

2.1 Numbers and Porting

8x8 will support number portability as required under applicable Law. Where supported, porting forms part of Project Services and is subject to the following:

2.1.1 Availability of Porting.

Number portability depends on the cooperation of third parties outside of 8x8's control and cannot be guaranteed. Portability may be unavailable under certain circumstances (e.g., if 8x8 has no porting agreement with a relevant carrier).

2.1.2 8x8 Numbers.

8x8 will help End Customers retain numbers assigned in the Region during the Effective Period. However, 8x8 Numbers may be changed on reasonable notice to the Reseller where 8x8 determines in good faith that such change is required by Law or by a valid third-party claim to such 8x8 Numbers. Reseller must inform End Customers accordingly.

2.1.3 Port-Outs.

If an End Customer requests, 8x8 will help to port out 8x8 Numbers and Ported-In Numbers on termination of the applicable order or subscription. However, (a) 8x8 has no obligation to port out 8x8 Numbers if doing so would require porting out a larger block of numbers, and (b) 8x8 may charge a reasonable administrative fee for each actual or attempted port-out (to the extent not prohibited by Law).

2.2 Reverse Charge of GST

The Agreement's prices do not include goods and services tax ("**GST**") payable by Customer. The parties will account for Australian GST on products provided to an End Customer location in Australia pursuant to the reverse charge provisions of Division 83 of the Australian A New Tax System (Goods and Services Tax) Act 1999. Reseller will confirm that such products are provided to an End Customer and not a resident agent. 8x8 confirms it does not have a permanent establishment in Australia for providing products, nor does it provide them through an enterprise that it carries on in Australia.

3 Canada

3.1 911 and Emergency Services Notices

The CRTC requires that VoIP providers give customers notification of any limitations in 911 service. The notice in Section 1.1 should be used for this purpose.

3.2 Numbers and Porting

8x8 will support number portability as required under applicable Law. Where supported, porting forms part of Project Services and is subject to the following:

3.2.1 Availability of Porting.

Number portability depends on the cooperation of third parties outside of 8x8's control and cannot be guaranteed. Portability may be unavailable under certain circumstances (e.g. outside the Region if 8x8 has no porting agreement with a relevant carrier).

3.2.2 8x8 Numbers.

8x8 will help End Customers retain numbers assigned in the Region during the Effective Period. However, 8x8 Numbers may be changed on reasonable notice to the Reseller where 8x8 determines in good faith that such change is required by Law or by a valid third-party claim to such 8x8 Numbers. Reseller must inform End Customers accordingly.

3.2.3 Port-Outs.

If an End Customer requests, 8x8 will help to port out 8x8 Numbers and Ported-In Numbers on termination of the applicable order or subscription. However, (a) outside the Region 8x8 has no obligation to port out 8x8 Numbers if doing so would require porting out a larger block of numbers, and (b) 8x8 may charge a reasonable administrative fee for each actual or attempted port-out (to the extent not prohibited by Law).

3.3 Canadian Radio-television and Telecommunications Commission

Reseller will abide by the rules established by the Canadian Radio-television and Telecommunications Commission (the "**CRTC**") in Telecom Decision 86-7 regarding the confidentiality of customer information. Further, Reseller will (and will cause any intermediaries it uses to) register with CRTC as a Reseller of Telecommunications Services, and comply with all applicable obligations imposed by the CRTC in Telecom Regulatory Policy 2017-11, or that may subsequently be imposed by the CRTC.

4 European Union

4.1 Emergency Services

Emergency numbers can be accessed, free of charge, if the SaaS Service is fully operational and if accessed from within the relevant country. The Reseller must ensure that the End Customer understands and acknowledges that there may be some limitations as set out in the following paragraphs.

If End Customer uses the SaaS Service outside the country where that part of the Service is expressly provisioned by 8x8 to be used (the “**Service Location**”) End Customer will not be able to call the Emergency numbers in such Service Location, or such calls may be routed to an incorrect answering point.

If there is a Service outage for any reason (such as electrical outages and broadband service outages) the outage may prevent access to Emergency number dialing.

If the End Customer does not update 8x8 with changes to the location of where the Ordered 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 dialed. Extension information may not be provided to emergency services, only location information of the primary location.

If an Emergency number is dialed, End Customer (or its 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.

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 Ordered 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.

Reseller must inform End Customers of the above limitations and understands and accepts that End Customers should always have an alternative means of accessing emergency services than through the SaaS Service.

For clarity, the Virtual Contact Centre Service is an ‘over-the-top’ call-routing software solution that is integrated with, and is dependent upon, the End Customer’s underlying telephony system (whether separately provided by 8x8 or a Third-Party telephony provider). As such, calls to emergency services cannot be made within the VCC application and the End Customer needs to ensure that calls to the emergency services are secured through the End Customer’s underlying telephony provider.

4.2 Numbers and Porting

8x8 will support number portability as required under applicable Law. Where supported, porting forms part of Project Services and is subject to the following:

4.2.1 Availability of Porting.

Number portability depends on the cooperation of third parties outside of 8x8’s control and cannot be guaranteed. Portability may be unavailable under certain circumstances (e.g. if 8x8 has no porting agreement with a relevant carrier).

4.2.2 8x8 Numbers.

8x8 will help End Customers retain numbers assigned in the Region during the Effective Period. However, 8x8 Numbers may be changed on reasonable notice to the Reseller where 8x8 determines in good faith that such change is required by Law or by a valid third-party claim to such 8x8 Numbers. Reseller must inform End Customers accordingly.

4.2.3 Port-Outs.

If an End Customer requests, 8x8 will help to port out 8x8 Numbers and Ported-In Numbers on termination of the applicable order or subscription. However, (a) 8x8 has no obligation to port out 8x8 Numbers if doing so would require porting out a larger block of numbers, and (b) 8x8 may charge a reasonable administrative fee for each actual or attempted port-out (to the extent not prohibited by Law).

4.2.4 Timing Considerations.

8x8 will take reasonable steps to ensure transfer and activation of numbers is completed as soon as reasonably practicable in accordance with applicable Laws. Reseller acknowledges technical and procedural requirements relating to number transfers may impact their timing, such as where 8x8 requires an agreement with another communications provider relating thereto. Reseller may, if an End Customer requests a credit against its next bill for the period from the second business day after the confirmed transfer date through the number transfer completion date, request a similar credit from 8x8 and which credit is in full and final settlement of any claim Reseller or the End Customer may have against 8x8 relating to the delay, calculated as follows: monthly charges for the telephone number times 12, divided by 365, times number of days delayed until porting of that telephone number is complete. Notwithstanding the foregoing any date change due to a delay in fulfilling the porting activation requirements shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation unless applicable Law provides otherwise.

5 Germany

This Section 5 applies solely with respect to VoIP telephony services provided in the Region:

5.1 Blocking outgoing calls to specific numbers/Premium services

End Customers are entitled, free of charge, to request to block the calling of specific number ranges as far as this is technically possible. Unblocking of previously blocked number ranges can be subject to a charge. End Customer is also entitled, free of charge, to request from 8x8 to block the use of premium services and the related identification of a mobile connection for the purpose of billing premium services. Reseller must inform the End Customers accordingly.

6 Italy

This Section 6 applies solely with respect to VoIP telephony services provided in the Region:

6.1 Access to Emergency Services

Pursuant to Resolution no. 11/06/CIR, issued by the Italian Authority for the Guarantees in Telecommunications (“**AGCOM**”), setting forth “Regulations on the supply of VoIP (Voice over Internet Protocol) services, and supplement to the National Numbering Plan” (the “**Italian Regulation**”) and art. 73 of Italian Legislative Decree 1 August 2003 no. 259 (CCE or Legislative Decree no. 259/2003) (the “**Electronic Communication Code**”), 8x8 takes all necessary measures to ensure uninterrupted access to emergency services and Reseller must likewise do the same to the extent it is within its control.

6.2 End Customer Identification

Pursuant to Italian Law 31 July 2005, no. 155, concerning the identification of clients and data retention of telephone traffic, to register an End Customer with 8x8, Reseller must provide 8x8 with a copy of the End Customer’s identity document (and of users or other third parties allowed to use the telephone services). Reseller will inform the End Customer accordingly.

6.3 Public Authority Information Request

Pursuant to the Italian Regulation and art. 96 of the Electronic Communication Code, in case of performances in the interest of justice, Reseller acknowledges that 8x8 may be required to reply to the request of information from the public authority and permits 8x8 to do so. Reseller will inform the End Customer accordingly.

6.4 Number Visibility

Reseller acknowledges and will inform the End Customer that pursuant to the Italian Regulation and art. 79 of the Electronic Communication Code: (a) the number of the calling party is visible, in accordance with relevant national and EU legislation on protection of personal data and privacy; (b) to the extent technically feasible, 8x8 will provide data and signals to facilitate the offering of calling line identification performance and tone dialing across European Union Member States’ borders; and (c) the End Customer is allowed to call and receive calls from users of all communication networks, Italian and foreign, including mobile, networks, which use numbers of a national or international numbering plan.

6.5 Geographically-tied numbers & Nomadism

Pursuant to the Italian Regulation, Reseller acknowledges and agrees, and will inform End Customers and have them agree, that geographic numbers can be used for telephone services provided at a fixed location, such that for the publicly Available Telephone Services (PATS) at fixed locations (i.e. telephone services beginning with “0”), nomadism is allowed only within the originating telephone district. Accordingly, Reseller agrees not to (and to cause End Customers not to) use, or allow users of the services or other parties to use, geographic numbers outside the corresponding district (e.g. an End Customer must not use a number beginning with “02” for a phone call from outside the district of Milan). Thus, Reseller must ensure that the VoIP terminal must be installed exclusively in properties located in the calling area corresponding to the assigned geographic district.

6.6 Other Italian Requirements

Reseller will comply with Italian requirements with regard to tariffs charged to nomadic numbers, express consent requirements pursuant to articles 1341 and 1342 of Italian Civil Code, and art. 1, paragraph 11, of Italian Law no. 249/97 concerning disputes. 8x8 may require Reseller to agree to mandatorily refer any dispute involving an End Customer or user in the Region to the alternative dispute resolution procedure provided by the Italian Regional Committee for Telecommunications (CORECOM) before proceedings are commenced, pursuant to the current regulation (resolution no. 173/07/CONS and following, issued by AGCOM).

7 United Kingdom

7.1 Emergency Services

Under Ofcom's GC A3.3, regulated providers must inform their Relevant Customers in plain English and in an easily accessible manner that access to Emergency Organisations using VoIP Outbound Call Services may cease if there is a power cut or power failure, or a failure of the internet connection on which the service relies. This information must be provided during the sales process, within the terms and conditions of use, and in any user guide issued by the Regulated Provider and under A3.6 (c) where the regulated provider provides a VoIP Outbound Call Service:

(i) it must, where its VoIP Outbound Call Service is to be used principally at a single fixed location, recommend its Relevant Customers to register with it the address of the place where the VoIP Outbound Call Service is to be used prior to its activation and update that address information if there is any change; and

(ii) where it has a reasonable expectation that, or has been informed that, its VoIP Outbound Call Service is to be accessed from multiple locations, it must recommend that its Relevant Customers register and update the location information associated with it, whenever accessing the VoIP Outbound Call Service from a new location.

See: https://www.ofcom.org.uk/_data/assets/pdf_file/0023/256343/unofficial-consolidated-general-conditions-May-2023.pdf

Emergency numbers can be accessed, free of charge, if the SaaS Service is fully operational and if accessed from within the relevant country. The Reseller must ensure that the End Customer understands and acknowledges that there may be some limitations as set out in the following paragraphs.

If End Customer uses the SaaS Service outside the country where that part of the Service is expressly provisioned by 8x8 to be used (the “**Service Location**”) End Customer will not be able to call the Emergency numbers in such Service Location, or such calls may be routed to an incorrect answering point.

If there is a Service outage for any reason (such as electrical outages and broadband service outages) the outage may prevent access to Emergency number dialing.

If the End Customer does not update 8x8 with changes to the location of where the Ordered 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 dialed. Extension information may not be provided to emergency services, only location information of the primary location.

If an Emergency number is dialed, End Customer (or it's 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.

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 Ordered 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.

Reseller must inform End Customers of the above limitations and understands and accepts that End Customers should always have an alternative means of accessing emergency services than through the SaaS Service.

For clarity, the Virtual Contact Centre Service is an ‘over-the-top’ call-routing software solution that is integrated with, and is dependent upon, the End Customer's underlying telephony system (whether separately provided by 8x8 or a Third-Party telephony provider). As such, calls to emergency services cannot be made within the VCC application and the End Customer needs to ensure that calls to the emergency services are secured through the End Customer's underlying telephony provider.

7.2 Insurance

This Section 7.2 applies only to Resellers whose Territory includes any part of the United Kingdom.

Reseller will obtain and keep in force so long as the Agreement and any Orders remain in effect, at its own cost and expense, the following insurances: (a) Commercial general liability insurance, including contractual liability coverage, on an occurrence basis, with minimum limits of coverage of: (i) £5,000,000 general aggregate and (ii) £2,000,000 each occurrence; (b) Employer's liability insurance, on an occurrence form, for not less than £1,000,000 for each accident; and (c) Professional Liability (Errors and Omissions) insurance, on an occurrence form, with a limit of not less than £2,000,000.

7.3 Modern Slavery

Reseller: (a) represents that (i) it has not, nor has any of its officers, employees, representatives or agents, committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**"), (ii) it is not subject to an investigation relating to an alleged MSA Offence, nor has it been prosecuted for a MSA Offence, and (iii) it is not aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence, and (b) warrants and undertakes that (i) it shall comply with 8x8's policies relating to Modern Slavery found at the Legal Information Hub and as updated from time to time, and (ii) it shall notify 8x8 immediately in writing if it becomes aware or has reason to believe that it, or any of its representatives or agents, has breached any of its obligations under this clause.

7.4 Numbers and Porting

8x8 will support number portability as required under applicable Law. Where supported, porting forms part of Project Services and is subject to the following:

7.4.1 Availability of Porting.

Number portability depends on the cooperation of third parties outside of 8x8's control and cannot be guaranteed. Portability may be unavailable under certain circumstances (e.g. if 8x8 has no porting agreement with a relevant carrier).

7.4.2 8x8 Numbers.

8x8 will help End Customers retain numbers assigned in the Region during the Effective Period. However, 8x8 Numbers may be changed on reasonable notice to the Reseller where 8x8 determines in good faith that such change is required by Law or by a valid third-party claim to such 8x8 Numbers. Reseller must inform End Customers accordingly.

7.4.3 Port-Outs.

If an End Customer requests, 8x8 will help to port out 8x8 Numbers and Ported-In Numbers on termination of the applicable order or subscription. However, (a) 8x8 has no obligation to port out 8x8 Numbers if doing so would require porting out a larger block of numbers, and (b) 8x8 may charge a reasonable administrative fee for each actual or attempted port-out (to the extent not prohibited by Law).

7.4.4 Timing Considerations.

8x8 will take reasonable steps to ensure transfer and activation of numbers is completed as soon as reasonably practicable in accordance with applicable Laws. Reseller acknowledges technical and procedural requirements relating to number transfers may impact their timing, such as where 8x8 requires an agreement with another communications provider relating thereto. Reseller may, if an End Customer requests a credit against its next bill for the period from the second business day after the confirmed transfer date through the number transfer completion date, request a similar credit from 8x8 and which credit is in full and final settlement of any claim Reseller or the End Customer may have against 8x8 relating to the delay, calculated as follows: monthly charges for the telephone number times 12, divided by 365, times number of days delayed until porting of that telephone number is complete. Notwithstanding the foregoing any date change due to a delay in fulfilling the porting activation requirements shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation unless applicable Law provides otherwise.

8 France

This Section 8 applies solely with respect to the processing of Personal Data subject to French data protection law and supplements and amends the Global DPA. In the event of any conflict, this Section shall prevail for such processing.

8.1 Definitions

Capitalized terms used but not defined in this Section 8 have the meaning given to them in the Global DPA or the Reseller Master Services Agreement (MSA).

For the purpose of this Section 8:

- (a) The terms “Controller,” “Processor,” “Data Subject,” “Personal Data,” and “Processing” shall have the meaning given to them under the EU General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”) and, where applicable, the French Data Protection Act.
- (b) The term “Security Incident” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, End Customer Personal Data, as defined in Article 4(12) of the GDPR.

8.2 Application of the Global DPA

The parties agree that the provisions of the Global DPA apply, except as expressly modified by this Section 8.

8.3 8x8 Obligations

8.3.1 For the purposes of this Section 8, Clause DPA-5.1 of the Global DPA is replaced as follows:

DPA-5.1. 8x8 as a Processor. Reseller appoints 8x8 as a processor to process End Customer Personal Data for the purposes described in the Agreement (which include, without limitation, providing, supporting, enhancing, and quality-controlling the 8x8 SaaS Services), as required by Law, or as the parties otherwise agree in writing (the “Permitted Purposes”). 8x8 shall not process End Customer Personal Data for its own purposes, nor for any purpose other than the Permitted Purposes and the instructions received under this DPA.

8.3.2 For the purposes of this Section 8, Clause DPA-5.3 of the Global DPA is amended solely to extend the subprocessor notice period from 10 days to 30 days.

8.3.3 For the purposes of this Section 8, Clause DPA-5.6 of the Global DPA is amended as follows:

DPA-5.6. Security Incidents. Subject to 8x8’s legal obligations, 8x8 shall inform Reseller within forty-eight (48) hours or without undue delay if it learns of a confirmed Security Incident and shall reasonably cooperate with Reseller to help End Customer fulfill its data breach reporting obligations in accordance with the timescales required by Applicable Data Protection Law. Subject to 8x8’s legal obligations, 8x8 shall also take all reasonably necessary actions to remedy or mitigate the effects of the Security Incident and keep Reseller updated on all material developments in connection therewith.

8.3.4 For the purposes of this Section 8, Clause DPA-5.9 of the Global DPA is supplemented by the following sentence:

In addition, to the extent strictly required by Article 28(3)(h) GDPR or other Applicable Data Protection Law, and only where a competent supervisory authority so requires or where the information and certifications provided by 8x8 are demonstrably insufficient, Reseller (or an independent auditor mandated by Reseller) may conduct a remote audit of 8x8’s relevant data processing documentation. Any such audit shall occur no more than once per year, on at least sixty (60) days’ prior written notice, shall not involve on-site inspections, and shall be at Reseller’s sole expense.

9 Greece

This Section 9 applies solely with respect to VoIP telephony services provided in the Region:

9.1 Telephone Numbers and Inbound Calling Services

Telephone numbers and inbound calling services in Greece are provided by Bandwidth Inc. ("**Bandwidth**") on behalf of 8x8. Reseller's and its End Customers' use of Greek telephone numbers is subject to Bandwidth's Product Terms and Supplemental Legal Terms for Inbound Calling, available at <https://www.bandwidth.com/legal/>, as amended from time to time (the "**Bandwidth Terms**"). In the event of any conflict between the Bandwidth Terms and Reseller's agreement with 8x8 regarding charges, rates, fees, or other commercial terms, Reseller's agreement with 8x8 controls.