



8x8 Evaluation Terms
2025-07

These 8x8 Evaluation Terms (“**Evaluation Terms**”) govern your access to and use of any equipment or services provided by 8x8, Inc. or its affiliates (“**8x8**”) ordered in an Evaluation Order (“**Evaluation Services**”) (as used herein, “you” refers to the customer identified in an Evaluation Order). By placing an Evaluation Order or using Evaluation Services subject to these Evaluation Terms, you create an “**Evaluation Agreement**” with 8x8. IF YOU DO NOT AGREE TO THESE EVALUATION TERMS, DO NOT ACCESS OR USE, OR AUTHORIZE ANYONE TO ACCESS OR USE, EVALUATION SERVICES.

1. **SERVICES; FEES.** 8x8 will make the Evaluation Services available to you during the Evaluation Period in your Evaluation Order, for your evaluation in connection with your consideration of 8x8 as a potential service provider. In exchange, if applicable, you must pay the fees and charges specified in the Evaluation Order, plus applicable Taxes, Regulatory Fees, and/or Administrative Fees.
2. **TERM AND TERMINATION.** The Evaluation Agreement will remain in effect until the Evaluation Period expires or terminates. Unless an Evaluation Order says otherwise, you or 8x8 may terminate the Evaluation Agreement on ten days’ notice, with or without cause. When the Evaluation Agreement terminates, you must immediately stop accessing and using Evaluation Services.
3. **RESTRICTIONS.** All access to and use of Evaluation Services is subject to these Evaluation Terms as well as all customer restrictions, limitations and qualifications applying to a customer’s use of equipment or services under the 8x8 terms hosted at 8x8.com/legal and its subpages (collectively, the “**Terms and Conditions**”). Capitalized terms used and not defined herein have the meanings assigned to them in the applicable Terms and Conditions. In the event of a conflict between these Evaluation Terms and the Terms and Conditions, the Evaluation Terms control.
4. **INDEMNIFICATION.** 8x8 will defend you, your affiliates, and your and their personnel against any threatened or actual third-party claim that the Evaluation Services (excluding equipment) infringe or misappropriate any patent, trademark, or copyright held by a third party, other than claims based on: (a) the combination, operation, or use of the Evaluation Services with any non-8x8 offering; (b) the alteration or modification of the Evaluation Services other than by 8x8; or (c) 8x8’s modification of the Evaluation Services at your request.
5. **NO WARRANTY; LIMITATION OF LIABILITY.** ALL EVALUATION SERVICES ARE PROVIDED “AS IS” AND YOUR USE OF EVALUATION SERVICES IS DONE SOLELY AT YOUR OWN RISK. Evaluation Services are not “Equipment” or “Services” under the Terms and Conditions for the purposes of any representation, warranty, commitment, or agreement by 8x8. 8X8 EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE EVALUATION Services , INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Absent 8x8’s gross negligence or willful misconduct, 8x8 will have no liability for any direct, indirect, special or consequential damages, losses or claims arising from or relating to the Evaluation Services and Evaluation Agreement, even if advised of such possibility.
6. **RETURN OF EQUIPMENT.** You must return all loaned or otherwise unpurchased equipment ordered in an Evaluation Order within thirty days after this Evaluation Agreement terminates, in accordance with the equipment return terms in the applicable Terms and Conditions or with 8x8’s or the manufacturer’s instructions. If you do, 8x8 will refund any deposit you paid for such returned equipment. If you do not, you will be liable for, and must pay 8x8, the full deposit amount plus the balance of the then-current 8x8 list price for such equipment.
7. **MISCELLANEOUS.** The Evaluation Terms shall be governed by the laws of the State of California, without regard to choice or conflicts of law rules. The Evaluation Terms constitute the complete and exclusive statement of the agreement of the parties with respect to, and supersedes all prior oral and written communication related to, its subject matter.