8x8 App Store Terms of Use

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These 8x8 App Store Terms of Use ("***App Store Terms***") govern your access to and use of the 8x8 App Store (the "***App Store***") and the applications made available through it ("***Apps***"). By clicking "Agree" or taking a similar affirmative action where these App Store Terms are presented in the App Store, or by accessing the 8x8 App Store, you agree to these App Store Terms on behalf of your company ("***Customer***"). "Customer" may refer herein to an 8x8 direct customer or reseller, as applicable.

These App Store Terms supplement your existing direct customer or reseller agreement with 8x8 (your "***Agreement***") and control to the extent of any conflict with respect to your use of the App Store and Apps. These App Store Terms are between Customer and the 8x8 entity that is party to your Agreement, and "8x8" as used in these App Store Terms means that entity. If you are an 8x8 distributor: (a) you are a reseller, and your distributor agreement with 8x8 is your reseller or resale agreement, for purposes of these App Store Terms, the 8x8 App Store Credits Terms, and any App-specific terms; and (b) these App Store Terms, the 8x8 App Store Credits Terms, and any App-specific terms apply notwithstanding anything to the contrary in your Agreement, and none of them amends or is incorporated into your Agreement (notwithstanding Section 2.7 or anything to the contrary in those terms).

1. Access and Eligibility

Access to the App Store is available to current 8x8 customers and resellers who are provided access by 8x8. Resellers, to the extent they access the App Store through an 8x8 distributor ("***VARs***"), do so under the 8x8 App Store VAR Terms of Use and not under these App Store Terms. You must be authorized to act on behalf of your company to accept these App Store 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.

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. No additional terms apply beyond those in your 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.

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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 App Store 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 identified in the App Store, in addition to these App Store 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. For Credits-based Apps, billing is governed by the 8x8 App Store Credits Terms, available at 8x8.com/legal/app-store-credits-terms. For non-Credits-based Paid Apps, billing is governed by the applicable 8x8 App-specific terms and, where applicable, the 8x8 Usage Terms, available at 8x8.com/legal/terms-and-conditions/usage.

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 App Store 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 governed by the App Store Credits Terms.

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 8x8 App Store Credits Terms

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control as to Credits, rates, and plans; (2) the Labs Apps terms set forth at Section 2.2 of these App Store Terms, as to Labs Apps; (3) the Beta Services Terms of Use, as to Beta Apps; (4) 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; (5) the rest of these App Store Terms; and (6) your 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 App Store Terms by reference. If a Product Schedule for an App is posted on the Legal Information Hub at the time you accept these App Store 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. Reseller-Specific Terms

This Section 3 applies only to 8x8 resellers who access the App Store on behalf of or for the benefit of their end customers ("***Accounts***"). If you are a distributor, this Section 3 applies to you, and your Accounts include the VARs you authorize to access the App Store and their end customers.

3.1 Reseller Responsibility

By accessing the App Store, you as a reseller acknowledge and agree that:

(a) You are solely responsible for all Credits consumed by your Accounts, including Credits consumed by any Account you authorize to access an App through your App Store reseller account.
(b) Enabling any Paid App for an Account constitutes your agreement to pay all charges arising from that Account's use of the App, at the rates applicable to you, which may change as provided in the 8x8 App Store Credits Terms.
(c) Your right to enable or disable Apps for any Account is exercised through the App Store toggles. You are responsible for managing those toggles and for all usage that occurs while an App is enabled for an Account.
(d) Credits plans for your Accounts are purchased by you as reseller; your Accounts may not purchase Credits directly from 8x8. You may maintain separate Credits plans in respect of different Accounts.
(e) If you are a distributor, authorizing a VAR to access the App Store constitutes your agreement to pay all charges arising from use of Apps by that VAR and its end customers, at the rates applicable to you, which may change as provided in the 8x8 App Store Credits Terms. You are not responsible under this Section 3.1 for use of Apps by a VAR or its end customers after you withdraw that VAR's authorization.

3.2 End Customer Compliance

You are responsible for ensuring that your Accounts and their users comply with these App Store Terms and all applicable 8x8 terms as if they were party to them directly. Your obligations under your Agreement apply to your Accounts' use of Apps.

3.3 Relationship with Accounts

These App Store Terms do not create a direct contractual relationship between 8x8 and your Accounts. Your Accounts access Apps through you, and you remain 8x8's customer of record. These App Store Terms bind only the party accepting them; your acceptance does not bind your Accounts, and 8x8 may require your Accounts to accept click-through terms (including Labs or Beta terms and applicable App-specific terms) as a condition of access to or use of an App. Any terms accepted by an Account are between 8x8 and that Account and do not relieve you of your obligations under these App Store Terms (including your payment responsibility under Section 3.1).

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 Accounts are using an App in violation of applicable law or 8x8 policy.

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5. Updates to Terms

8x8 may update these App Store 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 App Store Terms take effect upon your acceptance and continue until terminated. They terminate automatically upon expiration or termination of your Agreement, and 8x8 may terminate them upon notice to you if you breach them. Termination does not relieve you of obligations accrued before termination, including payment obligations, including for Credits consumed by you or your Accounts. Provisions of these App Store Terms that by their nature should survive termination will survive. These App Store Terms are governed by the law specified in your Agreement. If your Agreement does not specify governing law, 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 your Agreement. These App Store Terms are for the benefit of Customer and 8x8 only and confer no rights on any other person, including any end customer Account, end user, or other third party.

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 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 or your Accounts 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 comply with applicable law and 8x8's Use Policy.

8.5 Data Not Used for Model Training. 8x8 will not use your data or your Accounts' 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 or your Accounts 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 or your Accounts 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.

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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 App Store Terms.

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