



8x8 GLOBAL RESELLER DATA PROCESSING ADDENDUM

Version: August 20, 2026

DPA-1. Applicability. This 8x8 Global Reseller Data Processing Addendum (this “**DPA**”) applies where 8x8 processes End Customer Personal Data in providing the 8x8 SaaS Services.

DPA-2. Definitions. Capitalized terms not defined in this DPA are as defined elsewhere in the Reseller Master Services Agreement (“**MSA**”) or in the broader Agreement (as defined in the MSA).

“**Agent**” – an individual, identified through a unique login, authorized to use, administer, or take actions with respect to 8x8 SaaS Services through End Customer’s account.

“**Applicable Data Protection Law**” – all binding Laws that apply to the parties relating to 8x8’s processing of End Customer Personal Data in providing the 8x8 SaaS Services.

“**controller**”, “**processor**”, “**data subject**”, “**personal data**” and “**processing**” or equivalent terms are as defined in Applicable Data Protection Law (e.g. the California Consumer Privacy Act refers to controllers as “businesses” and processors as “service providers”).

“**FADP**” – Switzerland Federal Act on Data Protection.

“**GDPR**” – European Union General Data Protection Regulation (EU) 2016/679.

“**Security Incident**” – (a) accidental or unlawful destruction, or (b) loss, alteration, or unauthorized disclosure of or access to End Customer Personal Data.

“**Usage Guide(s)**” – the usage guide(s) applicable to specific 8x8 SaaS Services, as published and updated by 8x8 from time to time and made available to you via the 8x8 Legal Information Hub (www.8x8.com/legal).

DPA-3. Relationship of the Parties. Reseller and 8x8 are each a processor of End Customer Personal Data.

DPA-4. Reseller Obligations. If a data controller notifies Reseller of the following, which might affect 8x8’s use or disclosure of End Customer Personal Data, Reseller shall promptly notify 8x8 of: (a) any limitations in the controller’s privacy notice to data subjects; (b) any revocation of or change to a data subject’s consent to use or disclose End Customer Personal Data; or (c) any restrictions the controller and its data subjects have agreed to regarding the use of End Customer Personal Data.

DPA-5. 8x8 Obligations.

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**”). Where required under Applicable Data Protection Law, 8x8 shall not “sell” or “share” End Customer Personal Data as those terms are defined in Applicable Data Protection Law (e.g. California Consumer Privacy Act/California Privacy Rights Act).

DPA-5.2. Authorized Personnel. 8x8 shall ensure anyone it authorizes to process End Customer Personal Data is subject to appropriate confidentiality obligations.

DPA-5.3. Subcontracting. 8x8 may engage third-party subprocessors to process End Customer Personal Data for the Permitted Purposes. 8x8 shall: (a) maintain an up-to-date list of its subprocessors at the 8x8.com website and update it at least 10 days before changing any subprocessor; (b) impose data protection terms on subprocessors of End Customer Personal Data no less onerous than those in Section 5 (8x8 Obligations) of this DPA; and (c) be liable for any breach of Section 5 (8x8 Obligations) of this DPA caused by a subprocessor act or omission. 8x8’s subprocessor list is available in the 8x8 Legal Information Hub under the “Regional Terms” section. Reseller may sign up for email notice of subprocessor updates by request to 8x8_subprocessor_notification@8x8.com. Reseller may object to a proposed 8x8 subprocessor change based on reasonable data protection grounds before 8x8 makes the change. If it does, 8x8 shall use reasonable efforts to avoid the change, and if 8x8 cannot do so Reseller may terminate the Agreement for material breach under Section A27(b) (Termination Rights) of the MSA.

DPA-5.4. Data Subjects’ Rights. 8x8 shall reasonably and timely assist Reseller in responding to data subjects’ requests to exercise their rights under Applicable Data Protection Law or any other correspondence, inquiry, or complaint Reseller receives from any third party in connection with 8x8’s processing of End Customer Personal Data. If 8x8 receives such a request directly, it shall promptly inform Reseller of and provide reasonable details as to the same.

DPA-5.5. Data Protection Impact Assessment. If 8x8 believes or learns its processing of End Customer Personal Data is likely to result in a high risk to data subjects’ data protection rights and freedoms under Applicable Data Protection Law, 8x8 shall inform and reasonably cooperate with Reseller in connection with any data protection

impact assessment to the extent Applicable Data Protection Law so requires.

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

DPA-5.7. Deletion or Return of Data. 8x8 shall destroy all End Customer Personal Data in 8x8's possession or control within 60 days after End Customer deletes it from or closes the relevant account. This requirement will not apply to the extent any Law requires 8x8 to retain End Customer Personal Data (including End Customer Personal Data archived on back-up systems), which 8x8 shall securely isolate and protect from any further processing except to the extent required or permitted by such Law.

DPA-5.8. Data Security Measures. 8x8 shall implement and maintain at least the following administrative, physical, and technical safeguards to protect End Customer Personal Data that 8x8 processes through the 8x8 SaaS Services:

- (a) Maintaining a written information security program for all 8x8 systems that process End Customer Personal Data ("**8x8 Systems**");
- (b) Ensuring the 8x8 Systems' safeguards comply with FISMA, NIST 800-53 r5, or a reasonably equivalent data security framework;
- (c) Regularly assessing information security risks to the 8x8 Systems and associated information processing activities and the effectiveness of the 8x8 Systems' information security controls;
- (d) Maintaining and updating a business continuity and disaster recovery plan;
- (e) Using commercial reasonable efforts to prevent the introduction of malicious code into the 8x8 Systems;
- (f) Using commercial reasonable efforts to encrypt End Customer Personal Data while at rest and in transit within the 8x8 Systems;
- (g) Limiting access to information on the 8x8 Systems to authorized individuals;
- (h) Limiting physical access to the 8x8 Systems to authorized individuals;
- (i) Training Users of the 8x8 Systems regarding the information security risks associated with their activities and applicable Laws and policies; and
- (j) Imposing formal sanctions for 8x8 personnel failing to comply with 8x8's information security policies and procedures.

DPA-5.9. Audit. Reseller acknowledges that 8x8 is regularly audited against SOC 2, ISO 27001, ISO 9001, ISO 14001, Cyber Trust Mark, and Cyber Essentials Plus by independent third-party auditors. Upon Reseller's reasonable request, 8x8 shall supply a summary copy of its audit report(s) to the Reseller. Such reports are subject to the confidentiality provisions of the MSA.

DPA-6. End Customer Personal Data Processing Details.

- (a) The following terms apply to 8x8's processing activities for the 8x8 SaaS Services:

[Continued on next page]

Subject-matter of processing	UCaaS: 8x8 provides unified-communications-as-a-service (UCaaS), which enables End Customers and end Users to (i) communicate across a range of digital devices, and (ii) make phone calls, join video conferences, send text messages, manage voicemails, and access their corporate directory.*	CCaaS: 8x8 provides contact-center-as-a-service (CCaaS), which enables End Customers and end Users to (i) create and operate contact centers from a range of digital devices, (ii) manage call routing and campaigns, and (iii) run reports to monitor traffic and contact center agent performance.*	CPaaS: 8x8 provides communications-platform-as-a-service (CPaaS), enabling End Customers to add communications services to their applications and websites through 8x8's CPaaS APIs. These services allow End Customers to incorporate SMS, Chat, Video Interaction, and Voice communications into their applications or websites to allow communication between and among End Customer's Agents or other end Users.*
Duration of processing	The Effective Period.		
Nature/ purpose of processing	Provision of the 8x8 SaaS Services as set out in the Agreement. End Users may use the 8x8 SaaS Services to transmit, receive, and/or store audio, textual, visual, and video content in the form of voice calls, video calls, voicemails, voice recording, internet facsimiles, text and other messages, video meetings, and device screen shares or captures. They may also record and/or store within the 8x8 SaaS Services information (such as profiles for individual contacts or notes regarding a call or support case or ticket) regarding the third parties with or about whom they communicate through the 8x8 SaaS Services. End Customers can also decide whether to integrate additional third-party tools into the 8x8 SaaS Services (such as CRM or email tools) to provide an integrated user experience.		
Type of personal data	Name, contact details; personal data regarding communications activity and preferences and usages of the 8x8 SaaS Services; location data/IP addresses accessing of the 8x8 SaaS Services; stored communications content such as chat or SMS messages, voicemails, call recordings, video meeting recordings; any personal data voluntarily disclosed by the User or third party with whom End Customer's Agents and other end Users communicate.		
Categories of data subjects	End Customer's Agents and other end Users of the 8x8 SaaS Services; those with whom End Customer's Agents and other end Users of the services communicate or record or store information through the 8x8 SaaS Services.		
Obligations/rights of controller	As set out in the Agreement.		
Frequency of transfer	Continuous.		

*Includes the relevant 8x8 SaaS Service whether ordered/provided as a stand-alone service or as included in a product bundle that includes other 8x8 SaaS Services.

Callroute Services	
Subject-matter of processing	Provision and operation of Callroute BYOC and Orto services.
Duration of processing	The Effective Period.
Nature/purpose of processing	Service provisioning, Microsoft Teams user management, call routing, generation and processing of CDRs/routing metadata, support, billing, CRM and contract administration.
Type of Personal Data	Microsoft Entra ID user information, telephone numbers/DDIs where applicable, CDRs, call routing metadata, customer company/contact information, billing data, CRM/contract data and support ticket data.
Categories of data subjects	Customer administrators, end Users, customer commercial contacts, billing contacts and support contacts.
Obligations/ rights of controller	As set out in the Agreement/DPA.
Frequency of transfer	Continuous during use of the services.

- (b) **Usage Guides and Supplemental Terms for 8x8 SaaS Services:** End Customer's use of 8x8 SaaS Services to process End Customer Personal Data is subject to the applicable Usage Guides and Supplemental Terms posted to the 8x8 Legal Information Hub. 8x8's obligations under Sections DPA-5.1 (8x8 as a Processor) and DPA-5.8 (Data Security Measures) with respect to such processing apply only to the extent End Customer's use is consistent with the then-current Usage Guide or Supplemental Terms.

DPA-7. Third-Party Services. Where Reseller or End Customer uses or has requested third-party services be made available as part of the 8x8 SaaS Services, Reseller agrees any processing of End Customer Personal Data that relates to such third-party services will be carried out by the third party directly, and 8x8 will have no liability or responsibilities as to such processing. Any terms governing such processing will be as set out in a separate agreement between Reseller or End Customer and the third party.

DPA-8. Transfers in the UK, EEA, and Switzerland.

DPA-8.1. Transfer Restrictions.

- (a) 8x8 shall not transfer End Customer Personal Data outside of the United Kingdom ("**UK**"), the European Economic Area ("**EEA**"), or Switzerland without taking measures necessary to ensure the transfer complies with Applicable Data Protection Law. Such measures may include (without limitation) transferring End Customer Personal Data to a recipient in a country that the UK, European Commission ("**EC**"), or Switzerland (respectively) has decided provides adequate protection for Personal Data, to a recipient that has achieved binding corporate rules authorization in accordance with Applicable Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the UK, EC, or Switzerland (respectively).
- (b) To the extent that End Customer uses 8x8 SaaS Services to process UK/EEA/Swiss End Customer Personal Data in a country that has not been designated by the EC, UK Government, or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, Sections 8.2 (EEA Transfers) to 8.4 (Switzerland Transfers) of this DPA apply. In the event of a conflict between the terms of the Standard Contractual Clauses and the other parts of this DPA, the Standard Contractual Clauses (per Sections 8.2 (EEA Transfers) to 8.4 (Switzerland Transfers)) control.

DPA-8.2. EEA Transfers. Where End Customer exports End Customer Personal Data for an EEA data subject to Reseller in a country that the EC has not determined adequately protects Personal Data, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the "**EU SCCs**") are incorporated into the Agreement by reference as follows:

- (a) Module Three applies;
- (b) In Clause 7, the optional docking Clause does not apply;
- (c) In Clause 9, Option 2 applies, and the time period for prior notice of subprocessor changes shall be as set out in Section 5.3 (Subcontracting) of this DPA;
- (d) In Clause 11, the optional language does not apply;
- (e) In Clause 17, Option 1 applies, and the EU SCCs are governed by the law of Ireland;
- (f) In Clause 18(b), disputes will be resolved before the courts of Ireland;

(g) In Annex I:

Part A:

Name	Address	Contact person's name, position, contact details	Activities relevant to the data transferred under these EU SCCs	Role (controller/processor)
8x8, Inc.	675 Creekside Way, Campbell, CA 95008, United States	Brendan Kasper, DPO, dpo@8x8.com , +1-646-751-7323	Provision of 8x8 SaaS Services	Processor
Reseller as set forth in the Agreement	As set forth in the Agreement	The individual and email address in Reseller's initial Order or otherwise communicated by Reseller via notice to 8x8.	Reseller of 8x8 SaaS Services	Processor

Part B: with the relevant portions of Section 6 (End Customer Personal Data Processing Details) of this DPA; and

Part C: in accordance with the criteria set out in Clause 13(a) of the EU SCCs;

(h) In Annex II: with the security measures in Section 5.8 (Data Security Measures) of this DPA.

DPA-8.3. United Kingdom Transfers. Where End Customer, as a data exporter, transfers End Customer Personal Data for a UK data subject to Reseller, as a data importer, in a country that the UK has not determined adequately protects Personal Data, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**") are incorporated into the Agreement by reference. For End Customer Personal Data, the EU SCCs, completed as set out above, apply to transfers of such data and are deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such End Customer Personal Data. In addition, tables 1 to 3 in Part 1 of the UK Addendum are deemed completed with the information set out above for EEA End Customer Personal Data (as applicable), with the security measures in Section 5.8 (Data Security Measures) of this DPA, and table 4 in Part 1 of the UK Addendum is deemed completed by selecting "neither party."

DPA-8.4. Switzerland Transfers. Where End Customer, as a data exporter, transfers End Customer Personal Data for a Swiss data subject to Reseller, as a data importer, in a country that Switzerland has not determined to have adequate protection for Personal Data, the EU SCCs in Section 8.2 are deemed entered into (and incorporated into the Agreement by reference) between 8x8 and Reseller with the following modifications:

- (a) The term "member state" in the EU SCCs will not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCCs; and,
- (b) The references in the EU SCCs to the GDPR are deemed as references to the FADP insofar as the data transfers are subject to the FADP.

8x8 AI STUDIO RESELLER SUPPLEMENTAL DATA PROCESSING TERMS

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The 8x8 AI Studio Supplemental Data Processing Terms apply only where Reseller or End Customer uses AI Studio as part of the 8x8 SaaS Services and supplement the 8x8 Global Reseller Data Processing Addendum only as to the AI Studio services as follows:

DPA-2 DEFINITIONS.

Additional defined terms:

-Agent Configuration Data: Instructions, prompts, workflow definitions, and settings provided by Reseller, End Customer, or their end Users to configure AI Agents, which may include Personal Data.

-AI Studio: 8x8's agentic AI development and deployment platform, which enables Reseller, End Customer, and their end Users to build, configure, test, and operate AI Agents on the 8x8 Platform for CX across voice and digital channels. AI Studio includes any application 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 the AI Studio platform — in each case as identified by 8x8, whether or not marketed under the AI Studio name (each, an "**AI Studio App**") — and references in this DPA to AI Studio include AI Studio Apps.

-AI Agent: A software agent built using AI Studio that performs automated interactions with end Users or third parties on behalf of Reseller and/or End Customer, including via voice, SMS, chat, WhatsApp, and other digital channels.

-AI Inference Data: Reseller Personal Data or End Customer Personal Data submitted to or generated by an AI Agent during operation, including voice input, digital message content, interaction context, agent outputs, and any data retrieved from Reseller- or End-Customer-configured integrations (such as CRM systems) during an AI Agent session.

DPA-5 8x8 OBLIGATIONS.

(a) DPA-5.1 with *the following added after existing text:*

8x8 will not use AI Inference Data or Agent Configuration Data to train, fine-tune, or improve any Foundation Model or other machine learning model, except: (i) where Reseller or End Customer (through Reseller) has provided its prior written consent to such use for a specified purpose; or (ii) where 8x8 processes aggregated, de-identified, and non-reconstructable statistical data, provided such processing does not permit re-identification of any data subject.

(b) DPA-5.9. 8x8 disclaims that AI Studio has undergone a SOC-2 or any other security audit. 8x8 is in the process of obtaining SOC2 certification for AI Studio.

DPA-9 AI STUDIO PROCESSING [NEW SECTION].

(a) **Reseller and/or End Customer Responsibilities for AI Agent Configuration.** Reseller and/or End Customer are responsible for: (i) ensuring that AI Agents they configure are not provided with or designed to solicit Special Categories of Personal Data (as defined under applicable European Data Protection Law) unless Reseller and/or End Customer (as applicable) have conducted a data protection impact assessment and obtained any required consents or established another lawful basis; (ii) ensuring that AI Agent configurations comply with any applicable sectoral requirements; and (iii) ensuring that end Users are appropriately informed that they may be interacting with an AI Agent, to the extent required by Applicable Data Protection Law or other applicable law.

(b) **Automated Decision-Making.** Where Reseller or End Customer deploys AI Agents to make or meaningfully contribute to decisions that produce legal or similarly significant effects on data subjects ("**Consequential AI Decisions**"), Reseller and/or End Customer (as applicable) are responsible for ensuring a lawful basis for such processing and compliance with any automated decision-making requirements under Applicable Data Protection Law (including, without limitation, GDPR Article 22). 8x8 will provide reasonable technical assistance to support Reseller's or End Customer's implementation of human review mechanisms for Consequential AI Decisions, upon Reseller's or End Customer's written request.

SCHEDULE DPA-1: AI STUDIO PROCESSING DETAILS

The following data processing details apply to AI Studio:

AI Studio	
Subject-matter of processing	8x8's agentic AI development and deployment platform, which enables end Users to build, configure, test, and operate AI Agents on the 8x8 Platform for CX across voice and digital channels, including inbound and outbound voice, digital messaging (SMS, WhatsApp, chat), and CRM-integrated workflows.
Duration of processing	The Effective Period.
Nature/ purpose of processing	Provision of the AI Studio service, including: AI inference processing of AI Inference Data to generate AI Agent responses; session management and context handling across multi-turn AI Agent interactions; integration of Reseller- or End-Customer-configured third-party systems (e.g., CRM platforms) during AI Agent sessions pursuant to Section DPA-7; and generation of logs and audit trails. End Users may configure AI Agents to handle voice calls, digital messages, outbound communications, data capture, routing workflows, and employee productivity tasks.
Type of Personal Data	AI Inference Data, including: voice input and output; digital message content; real-time interaction context and session history; data retrieved from Reseller- or End-Customer-configured integrations during AI Agent sessions; Agent Configuration Data voluntarily provided by end Users; IP addresses and device identifiers. Reseller and/or End Customer may additionally configure AI Agents to process further categories of Personal Data, for which Reseller or End Customer (as applicable) bear controller responsibility under Section DPA-9(a).
Categories of data subjects	End Users; third parties (including customers of Reseller or End Customer) who interact with AI Agents; individuals whose data is retrieved from Reseller- or End-Customer-configured integrations during AI Agent sessions.
Obligations/ rights of controller	As set out in the Agreement and Section DPA-9(b) of this DPA.
Frequency of transfer	Continuous (real-time inference during AI Agent sessions).