8x8 Global Data Processing Addendum

2026-10-19

DPA-1. APPLICABILITY. This 8x8 Global Data Processing Addendum (this "***DPA***") applies where 8x8 processes personal data of individuals in providing 8x8 SaaS Services (which your Agreement also may refer to as 8x8 Ordered SaaS Services). As used in this DPA, "***you***" or "***Customer***" means the entity that has a contract with 8x8 (an "***Agreement***") to which this DPA applies.

DPA-2. DEFINITIONS. The following terms have the following meanings in this DPA:

-Applicable Data Protection Law: Laws that apply to the Parties relating to 8x8's processing of personal data in providing the 8x8 SaaS Services.

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

-Customer Personal Data: Customer Controller Personal Data and Customer Processor Personal Data.

-Customer Controller Personal Data: Personal Data for which you decide the purposes and means of processing and 8x8 processes to provide the 8x8 SaaS Services in accordance with your instructions.

-Customer Processor Personal Data: Personal Data that you process on behalf of a controller and 8x8 processes to provide 8x8 SaaS Services in accordance with your instructions.

-Security Incident: (a) Accidental or unlawful destruction, or (b) loss, alteration, unauthorized disclosure of, or access to, 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.

DPA-3. RELATIONSHIP OF THE PARTIES. You are the controller of Customer Controller Personal Data and the processor of Customer Processor Personal Data. 8x8 is a processor of Customer Personal Data. The Parties do not act as joint controllers for any processing of Customer Personal Data.

DPA-4. 8x8 OBLIGATIONS.

(a) 8x8 as a Processor. You appoint 8x8 as a processor to process 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***").

(b) Authorized Personnel. 8x8 will ensure anyone it authorizes to process Customer Personal Data is subject to appropriate confidentiality obligations.

(c) Subcontracting. 8x8 may engage third-party subprocessors to process Customer Personal Data for the Permitted Purposes. 8x8 will: (a) maintain a list of its subprocessors at the 8x8.com website and update it at least ten days before changing any subprocessor; (b) impose data protection terms on subprocessors of Customer Personal Data no less onerous than those in Section 4 (8x8 Obligations); and (c) be liable for any breach of Section 4 (8x8 Obligations) caused by a subprocessor act or omission. You may review 8x8's subprocessor list at https://trust.8x8.com/subprocessors and register for email notice of subprocessor updates by submitting a request to 8x8_subprocessor_notification@8x8.com. You may object to a proposed subprocessor change based on reasonable data protection grounds. If you do, 8x8 will use reasonable efforts to avoid the change and, if it cannot, you may Cancel any 8x8 SaaS Services affected by the change on thirty days' notice to 8x8.

(d) Data Subject Rights. 8x8 will reasonably and timely help you respond to data subject requests to exercise their rights under Applicable Data Protection Law, or any other correspondence, inquiry, or complaint you receive from any third party in connection with 8x8's processing of Customer Personal Data. If 8x8 receives such a request directly it will promptly inform you of and provide reasonable details as to the request.

(e) Impact Assessment. If 8x8 believes its processing of Customer Personal Data is likely to result in a high risk to data subjects' data protection rights and freedoms, it will inform and reasonably cooperate with you in connection with any data protection impact assessment to the extent Applicable Data Protection Law requires.

(f) Security Incidents. 8x8 will inform you without undue delay of any confirmed Security Incident (subject to its Legal obligations), and reasonably cooperate with you to help you fulfill your data breach reporting obligations under and in accordance with the timescales required by Applicable Data Protection Law. 8x8 also will take reasonably necessary actions to remedy or mitigate the effects of the Security Incident and update you as to all material developments in connection therewith (subject to its Legal obligations).

Copyright 2026 8x8, Inc. or its affiliates. All rights reserved.

(g) Deletion or Return of Data. 8x8 will destroy all Customer Personal Data in its possession or control within sixty days after you delete it from or close the relevant account, except to the extent any Law requires 8x8 to retain it or Customer Personal Data archived on back-up systems, which 8x8 will securely isolate and protect from any further processing except to the extent required or permitted by Law.

(h) Audit. You acknowledge that independent third-party auditors regularly audit 8x8 against SOC 2, ISO 27001, ISO 9001, ISO 14001, Cyber Trust Mark, and Cyber Essentials Plus. On your reasonable request via notice, 8x8 will supply you with a summary copy of its audit report(s). Such reports are subject to the confidentiality provisions of the Agreement.

(i) Data Security Measures. 8x8 will implement and maintain the following administrative, physical, and technical safeguards to protect Customer Personal Data it processes through the 8x8 SaaS Services:

(1) Maintaining a written information security program for 8x8 systems that process Customer Personal Data ("***8x8 Systems***");

(2) Ensuring the 8x8 Systems' safeguards comply with NIST 800-53 r5 (or a reasonably equivalent framework);

(3) Regularly assessing security risks to the 8x8 Systems and associated processing activities, and the effectiveness of the 8x8 Systems' security controls;

(4) Maintaining and updating a business continuity and disaster recovery plan;

(5) Using commercial reasonable efforts to prevent the introduction of malicious code into the 8x8 Systems;

(6) Using commercial reasonable efforts to encrypt Customer Personal Data while at rest and in transit within the 8x8 Systems;

(7) Limiting access to information on the 8x8 Systems to authorized individuals;

(8) Limiting physical access to the 8x8 Systems to authorized individuals;

(9) Training users of the 8x8 Systems regarding the Laws, policies, and security risks relating to their use; and

(10) Formally sanctioning 8x8 personnel who fail to comply with 8x8's security policies and procedures.

DPA-5. THIRD-PARTY SERVICES. If you use or ask 8x8 to make available third-party services as part of the 8x8 SaaS Services, you agree (a) any processing of Customer Personal Data relating to those services will be carried out by the third party directly, (b) any terms governing that processing will be as per your agreement with the third party, and (c) 8x8 will have no liability or responsibility as to that processing or agreement.

DPA-6. PROCESSING DETAILS.

(a) The attached Schedule DPA-1 (Processing Details) applies to 8x8's processing activities to the extent you order or use the 8x8 SaaS Services described therein.

(b) **Usage Guides and Supplemental Terms for 8x8 SaaS Services:** Customer's use of 8x8 SaaS Services to process Customer Personal Data is subject to the applicable Usage Guides and Supplemental Terms posted to the Legal Information Hub. 8x8's obligations under Sections DPA-4(a) (8x8 as a Processor) and DPA-4(i) (Data Security Measures) with respect to such processing apply only to the extent Customer's use is consistent with the then-current Usage Guide or Supplemental Terms.

DPA-7. CALIFORNIA CONSUMER DATA. This Section DPA-7 (California Consumer Data) applies to processing involving Customer Personal Data for a consumer subject to the CCPA as amended by the California Privacy Rights Act ("***CPRA***"). In processing such Customer Personal Data, 8x8 will not do any of the following except for a Permitted Purpose: (a) sell or share Customer Personal Data (as those terms are defined within the CPRA); (b) retain, use, or disclose Customer Personal Data for any other purpose, including but not limited to outside of the direct business relationship between 8x8 and Customer; or (c) combine Customer Personal Data with any Personal Data 8x8 receives from other customers.

DPA-8. EUROPEAN TRANSFERS. The terms below apply to data transfers in the UK, Switzerland, and EEA (as applicable).

DPA-8.1. European Transfer Restrictions.

(a) 8x8 will not transfer Customer Personal Data outside the UK, Switzerland, or the European Economic Area ("***EEA***") without taking measures necessary to ensure the transfer complies with Applicable Data Protection Law. Such measures may include (without limitation) transferring Customer Personal Data to a recipient in a country that the UK, Switzerland, or European Commission ("***EC***") (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, Switzerland, or EC (respectively).

(b) To the extent you use 8x8 SaaS Services to process UK/Swiss/EEA Customer Personal Data in a country that has not

Copyright 2026 8x8, Inc. or its affiliates. All rights reserved.

been designated by the UK Government, Swiss Federal Data Protection Authority, or EC (as applicable) as providing an adequate level of protection for Personal Data, the following Sections DPA-8.2 (UK Transfers) to DPA-8.4 (EEA Transfers) apply. In any conflict between the terms of the Standard Contractual Clauses and the other parts of the DPA, the Standard Contractual Clauses per Sections DPA-8.2 (UK Transfers) to DPA-8.4 (EEA Transfers) will control.

DPA-8.2. UK Transfers. Where you (as a data exporter) transfer Customer Personal Data to 8x8 (as data importer) for a UK data subject in a country 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***") will be incorporated into the Agreement by reference as follows:

(a) For Customer Controller Personal Data, the EU SCCs, completed as set out above for EEA Customer Controller Personal Data, will apply to transfers of such data and be deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such Customer Controller Personal Data. In addition, tables 1 to 3 in Part 1 of the UK Addendum will be deemed completed with the information set out above for EEA Customer Controller Personal Data (as applicable), with the Security Measures in Section DPA-(4)(i) (Data Security Measures) and table 4 in Part 1 of the UK Addendum will be deemed completed by selecting "neither party."

(b) For Customer Processor Personal Data, the EU SCCs, completed as set out above for EEA Customer Processor Personal Data, will apply to transfers of such data and be deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such Customer Processor Personal Data. In addition, tables 1 to 3 in Part 1 of the UK Addendum will be deemed completed with the information set out above for EEA Customer Processor Personal Data (as applicable), with the Security Measures in Section DPA-(4)(i) (Data Security Measures), and table 4 in Part 1 of the UK Addendum will be deemed completed by selecting "neither party."

DPA-8.3. Switzerland Transfers. Where you (as a data exporter) transfer Customer Personal Data to 8x8 (as data importer) for a Swiss data subject in a country Switzerland has not determined adequately protects Personal Data, EU SCCs appropriate for Customer Controller Personal Data and/or Customer Processor Personal Data will be deemed entered into (and incorporated into the Agreement by reference) 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 will be deemed references to the FADP insofar as the data transfers are subject to the FADP.

DPA-8.4. EEA Transfers. Where you export Customer Personal Data to 8x8 for an EEA data subject in a country 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 ("***EU SCCs***") will be incorporated into the DPA by reference as follows:

(a) Module 2 will apply for Customer Controller Personal Data;

(b) Module 3 will apply for Customer Processor Personal Data;

(c) In Clause 7, the optional docking Clause will not apply;

(d) In Clause 9, Option 2 will apply, and the time period for prior notice of sub-Processor changes will be as set out in Section DPA-4(c) (Subcontracting);

(e) In Clause 11, the optional language will not apply;

(f) In Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law of Ireland;

(g) In Clause 18(b), disputes will be resolved by Ireland courts;

(h) In Annex I:

Part A: see Table at end of this Section DPA-8.4 (EEA Transfers);

Part B: with the relevant portions of Schedule DPA-1 (Processing Details); and

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

(i) In Annex II: with the Security Measures in Section DPA-(4)(i) (Data Security Measures).

Name	Address	Contact person's name, position, contact details	Activities relevant to the data transferred under these Clauses	Role (controller or processor)
8x8, Inc.	675 Creekside Way, Campbell, CA 95008	Brendan Kasper, DPO, dpo@8x8.com, +1-646-751-7323	Provision of 8x8 SaaS Services	Processor

Copyright 2026 8x8, Inc. or its affiliates. All rights reserved.

As stated in Service Agreement	As stated in Service Agreement	Individual and email address in your initial Order or otherwise communicated by you via notice to 8x8	Use of 8x8 SaaS Services	Controller and/or Processor

SCHEDULE DPA-1: PROCESSING DETAILS

	8x8 UCaaS*	8x8 CCaaS*	8x8 CPaaS*
Subject-matter of processing	8x8's voice over IP cloud services, which enable 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.	8x8's cloud-based contact center service, which enables 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 User performance.	8x8 CPaaS Services, which enables 8x8 customers to add communications services to their applications and websites through 8x8's APIs, allowing customers to incorporate SMS, Chat, Video Interaction, and Voice Messaging into their applications or websites to facilitate communication between/among Users and people they communicate with.
Duration of processing	The Effective Period.		
Nature/ purpose of processing	Provision of the 8x8 SaaS Services as set out in the Agreement. 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 recordings, internet facsimiles, text and other messages, video meetings, and device screen shares or captures and, photo shares or captures. They may also record and/or store (and upload, for 8x8 CCaaS) 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. You may 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, and job-related Personal Data (such as work title and email address); Personal Data regarding calling and other communications activity and preferences and usages of 8x8 SaaS Services; location data/IP addresses; SMS or Chat message content; web browsing and online searching activity and accessing of the 8x8 SaaS Services (for 8x8 CCaaS); or access to videos, emails, written materials, product demonstrations, and other content; any Personal Data voluntarily disclosed to an end User or third party with whom an end User communicates.		
Categories of data subjects	Users and those with whom they communicate, 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 alone or as part of a product bundle with other services.

Copyright 2026 8x8, Inc. or its affiliates. All rights reserved.

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.

Copyright 2026 8x8, Inc. or its affiliates. All rights reserved.