

# 8x8 RESELLER DATA PROCESSING ADDENDUM

Version: September 15, 2023

**DPA-1. Applicability.** This 8x8 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, unauthorized disclosure of, or access to End Customer Personal Data.

**DPA-3. Relationship of the Parties.** Reseller is the processor of End Customer Personal Data. 8x8 is the 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 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 at

<https://support.8x8.com/support-services/billing-account-management/who-are-8x8s-sub-processors>. Reseller may sign up for email notice of subprocessor updates by request to [8x8\\_subprocessor\\_notification@8x8.com](mailto: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 A30(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 shall 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 shall be subject to the confidentiality provisions of the MSA.

**DPA-6. End Customer Personal Data Processing Details.** The following terms shall apply to 8x8's processing activities for the 8x8 SaaS Services.

<b>Subject-matter of processing</b>	<b>UCaaS:</b> 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.*	<b>CCaaS:</b> 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.*	<b>CPaaS:</b> 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.*
<b>Duration of processing</b>	The Effective Period.		
<b>Nature/ purpose of processing</b>	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.		
<b>Type of Personal Data</b>	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.		
<b>Categories of data subjects</b>	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 services.		
<b>Obligations/rights of controller</b>	As set out in the Agreement.		
<b>Frequency of transfer</b>	Continuous.		

\*Includes the relevant service whether ordered/provided as a stand-alone service or as included in a product bundle that includes other services.

**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 shall be carried out by the third party directly, and 8x8 shall have no liability or responsibilities as to such processing. Any terms governing such processing shall 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 shall 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)) shall 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**") shall be incorporated into the Agreement by reference as follows:

- (a) Module Three shall apply;
- (b) In Clause 7, the optional docking Clause shall not apply;
- (c) In Clause 9, Option 2 shall apply, 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 shall not apply;
- (e) In Clause 17, Option 1 shall apply, and the EU SCCs shall be governed by the law of Ireland;
- (f) In Clause 18(b), disputes shall 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 Clauses	Role (controller/processor)
8x8, Inc.	675 Creekside Way, Campbell, CA 95008	Brendan Kasper, DPO, <a href="mailto:dpo@8x8.com">dpo@8x8.com</a> , +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	Reseller of 8x8 SaaS Services	Processor

		communicated by Reseller via notice to 8x8.		
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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 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**") shall be incorporated into the Agreement by reference. For End Customer Personal Data, the EU SCCs, completed as set out above, shall apply to transfers of such data and shall be 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 shall be deemed completed with the information set out above for EEA End Customer Personal Data (as applicable), with the Security Measures in Section 5.8 of this DPA, and table 4 in Part 1 of the UK Addendum shall be 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 shall be 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 shall 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 shall be deemed as references to the FADP insofar as the data transfers are subject to the FADP.