

# 8x8 VIRTUAL OFFICE AND VIRTUAL CONTACT CENTER USE POLICY

Last Updated: May 16, 2018

- I. Definitions.** Capitalized terms used and not defined herein shall have the meanings assigned to them in the document to which this 8x8 Virtual Office and Virtual Contact Center Use Policy (this “**Policy**”) applies (the “**Terms**”).
- II. Scope of Customer Responsibility.** Customer shall be responsible for ensuring compliance with this Policy by the parties specified herein, and any violation of this Policy by any such party shall constitute and be considered a breach hereof by Customer itself. Without limiting the foregoing, Customer shall be responsible and liable for all accessing and/or use of the Ordered SaaS Services or the 8x8 Platform by or on behalf of it, its Agents, or other users of Ordered SaaS Services, other than unauthorized activities resulting from the gross negligence or willful misconduct of 8x8 or its Affiliate or Partner (“**Customer Use**”).
- III. Determination of Requirements.** Customer shall be solely responsible for determining and familiarizing itself with – and seeking its own legal counsel regarding – all United States, foreign, international, national, state, provincial, territorial, municipal, local, or other laws, regulations, codes, ordinances, treaties, conventions, writs, decrees, resolutions, promulgations, or court or administrative orders or rulings (“**Laws**”); contractual obligations; Foreign Requirements; network/wireless carrier requirements; and industry-standard frameworks (such as the Mobile Marketing Association Guidelines in the case of texting) (collectively, “**Requirements**”) that might apply to Customer Use or the use and/or transport of Ordered Equipment, which such Requirements might include without limitation domestic and/or foreign Laws relating to:
- (i) the import or export of goods, equipment, technologies, data, or other materials;
  - (ii) marketing, solicitation, business practices, or telecommunications or electronic communications (collectively, “**Marketing Laws**”), such as the US Telephone Consumer Protection Act of 1991 (the TCPA) (which significantly restricts telephone solicitations (i.e., telemarketing) and the use of automatic dialing systems, artificial or pre-recorded voice messages, SMS text messages, and facsimile communications) and Canada’s Anti-Spam Legislation (CASL);
  - (iii) privacy, or the security or protection of personal data or other categories of data (“**Data Protection Laws**”); and
  - (iv) surveillance; the monitoring or recording of conversations, communications, or other activities; or wiretapping (“**Monitoring Laws**”), which such Laws may require advance notice or consent for such activities and may be implicated by certain uses or features of the SaaS Services, such as Barge-Monitor-Whisper and Quality Management (which allows certain Agents to monitor other Agents’ computer activities).
- 8x8 shall have no obligation to provide legal advice of any kind to the Customer Parties, and the Customer Parties shall not treat or rely on any statements, communications, or materials of the 8x8 Parties as such.
- IV. Use Outside of Primary Market.** Because the SaaS Services are nomadic, they are potentially accessible from virtually anywhere in the world, including outside of the Primary Market. While the Terms do not prohibit Customer Use outside of the Primary Market, 8x8 makes no representations, warranties, or guarantees regarding the compliance of Customer Use with prohibitions or restrictions imposed by Law, carriers, ISPs, etc. outside of the Primary Market (“**Foreign Requirements**”), and Customer shall be solely responsible for ensuring compliance therewith, regardless of any consent by 8x8 or its Affiliate to such Customer Use.
- V. Policy Requirements.** Customer agrees, represents, warrants, and covenants the following:
- (a) **Legal and Other Compliance** – All Customer Use, and all use and transport of Ordered Equipment by or on behalf of Customer or its Affiliate in connection with the SaaS Services, shall comply with all applicable Requirements.
  - (b) **Consents, Etc.** – Customer has obtained all consents, licenses, rights, authorizations, and/or permits and has provided all disclosures and notices/notifications required (including without limitation under Marketing, Data Protection, or Monitoring Laws) for or in connection with Customer Use or related to Registration Information or any personal data therein.
  - (c) **Do-Not-Call List** – To the extent that Customer Use might involve telemarketing, solicitation, or substantial outbound activities, Customer shall maintain and enforce an accurate, comprehensive, and up-to-date internal “do not call” list to prevent contacting parties that do not wish to receive further communications.
  - (d) **No Resale** – Ordered SaaS Services shall not be sold/resold, leased/subleased, licensed/sublicensed, or otherwise made available to any other third party (other than an Affiliate of Customer), and all orders under the Agreement and all Customer Use shall be for Customer’s or its Affiliate’s own internal business use.
  - (e) **Documentation** – All Customer Use shall be consistent with the applicable Documentation.
  - (f) **Order of Equipment** – Customer shall order Ordered Equipment solely for use with Ordered SaaS Services.

- (g) **No Bribery** – Neither the Customer Parties nor any Agent or other user has received or been offered any bribe, kickback, or illegal or improper payment, gift, or thing of value from any 8x8 Party in connection with the Agreement or Ordered Products.
- (h) **Other Prohibited Uses and Activities** – In no event shall Customer Use consist of, involve, promote, or facilitate any:
- (i) fraudulent, criminal, defamatory, harassing, unlawful, or tortious conduct or activity;
  - (ii) transmission of misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value;
  - (iii) transmission, storage, or distribution of any virus, time bomb, Trojan horse, worm, malware, spyware, or similar programs, or files, code, or other materials containing any of the foregoing;
  - (iv) breach, violation, or infringement of any intellectual property, privacy or other right – or misappropriation of the property – of any party;
  - (v) accessing or use of SaaS Services in or from a US embargoed country;
  - (vi) any conduct or activity that might cause 8x8 or any of its Affiliates or Partners to violate any Law.
- (i) **Export Control** – At no point during the Effective Period or any subsequent period during which Customer, its Affiliates, and/or the Agents or other users continue to have access to Ordered SaaS Services (the “Access Period”) will any of the foregoing parties be named on any US government denied-party list.
- (j) **Reasonable Business Use** – Ordered SaaS Services shall be used solely for reasonable business use, which, in the case of “unlimited,” “Editions,” or X Series plans, features, or functionalities, shall be limited to three times (3X) the average monthly usage of the same SaaS Services by all customers of 8x8, Inc.
- (k) **Accurate Registration Information** – All Registration Information shall be accurate, current, and complete at all times during the Access Period. Customer shall promptly update Registration Information as needed to ensure its accuracy and shall promptly verify any Registration Information upon reasonable request from 8x8.
- (l) **Use With Supported Devices** – All Customer Use (other than via an 8x8 desktop or mobile application) shall be via equipment then-listed as supported by 8x8 at [www.8x8.com/CommunicationsSolutions/Equipment](http://www.8x8.com/CommunicationsSolutions/Equipment) (“Supported Devices”) or approved in advance in writing by 8x8 for such Customer Use. Regardless of any such approval, 8x8 shall have no liability for or obligation to support such Customer Use with/through any equipment that is not a Supported Device.
- (m) **Security of Ordered Products** – Customer shall, during the entire Access Period, (i) implement and maintain reasonable and appropriate measures and safeguards to prevent unauthorized access to and/or use of the Ordered SaaS Services and/or the related account(s); data transmitted, received, or stored therein or therethrough; and any equipment used to access any of the foregoing and (ii) promptly provide notice to 8x8 of any such unauthorized access or use or other breach of any of the foregoing (including without limitation any loss or theft of such equipment) and provide such cooperation as 8x8 might reasonably request to address or prevent any such incident. Without limiting the foregoing, Customer shall (1) instruct, train, and oversee all Agents as necessary to ensure that they (yy) choose robust password combinations, change their passwords regularly, and not disclose their passwords except to authorized 8x8 support agents and (zz) perform a “log off” / exit from such accounts at the end of each session of access thereto and (2) not modify the aforementioned equipment in any manner without 8x8’s prior express written consent.
- (n) **SaaS Services Updates and Security** – Throughout the Access Period, Customer, its Affiliates accessing or using Ordered SaaS Services, and the Agents and other users shall (i) promptly install all upgrades, bug fixes, patches, and other corrections relating to the SaaS Services made available by or on behalf of 8x8 or its Affiliates or Partners and (ii) not take any action or omission that might reasonably be expected to (A) disrupt or compromise the integrity or security of any services, platforms, or networks of 8x8 or its Affiliates or Partners, (B) cause material damage to 8x8, its Affiliates or Partners, or any customer of 8x8, its Affiliates, or any their Partners, or (C) compromise the privacy of any such customer.
- (o) **Emergency Services and High-Risk Applications** – THE ORDERED SaaS SERVICES SHALL NOT – AND CUSTOMER UNDERSTANDS THAT THE SaaS SERVICES ARE NOT INTENDED TO – BE USED FOR, ANY APPLICATION (SUCH AS CARRYING AN ALARM SIGNAL) WHERE FAILURE, INTERRUPTION, OR MALFUNCTION MAY REASONABLY BE ANTICIPATED TO RESULT IN BODILY INJURY, LOSS OF LIFE, OR SUBSTANTIAL DAMAGE TO PROPERTY. Customer shall inform Agents and other users and keep them apprised of any limitations of the SaaS Services with respect to contacting emergency services of which 8x8 or its Affiliates or Partners notify Customer.
- (p) **Prohibited Acts** – During the Access Period, neither the Customer Parties nor the Agents or other users shall:

- (i) inspect, possess, use, copy, reverse engineer or attempt to discover the source code of any program or other component of the SaaS Services or 8x8 Platform or any source code used to create any such program or other component, except as expressly permitted by applicable law;
  - (ii) attempt to hack or gain unauthorized access to any network, environment, or system of 8x8, its Affiliates or Partners, or any customer of 8x8, its Affiliates, or their Partners;
  - (iii) access or use any SaaS Services in order to build a competitive product or for the primary purpose of monitoring its availability, performance, or functionality, or for benchmarking or competitive purposes; or
  - (iv) trunk or forward any extensions or numbers associated with the SaaS Services to a private branch exchange or key system or to other numbers that can process multiple calls simultaneously.
- (q) Oversight of Agents** – Customer shall (i) ensure that each 8x8 Virtual Office extension (other than Conference Extensions) and each log-in associated therewith is accessed and used solely by the Agent then-assigned to such extension, (ii) not designate as an Agent any individual over whom Customer lacks sufficient control (contractual or otherwise) to ensure compliance with this Policy or allow any such individual to access or use Ordered SaaS Services, and (iii) during the Access Period, instruct, oversee, and train the Agents, other users, and its workforce and Partners as necessary to ensure Customer’s compliance with this Policy.