

8X8 TERMS OF SERVICE FOR CALLSTATS.IO DEV, BASIC, AND PRO SERVICES

Updated: October 20, 2020; Effective from: October 20, 2020

1. PARTIES AND THE CONTRACTUAL RELATIONSHIP

1.1 THESE TERMS OF SERVICE SHOULD BE READ CAREFULLY, AS THEY AFFECT THE PARTIES' LEGAL RIGHTS BY, AMONG OTHER THINGS, LIMITING 8X8'S LIABILITY UNDER THE TERMS OF SERVICE AND REQUIRING ARBITRATION OF CERTAIN DISPUTES.

1.2 These terms of service for the callstats.io dashboard service (dev, basic, and pro), homepage, newsletters, and the network test service ("**Terms of Service**") and the 8x8 Privacy Notice available at <https://www.callstats.io/privacy> govern the contractual relationship between 8x8, Inc., a Delaware corporation, having its principal place of business at 675 Creekside Way, Campbell, CA 95008 ("**8x8**"), and yourself and the legal entity that you represent or on whose behalf you are accessing the Service (as defined below) (collectively, "**You**") with regard to the callstats.io service available at www.callstats.io and any software, applications, or APIs made available by 8x8 in connection therewith ("**Service(s)**") and offered to You.

1.3 8x8 is the provider of services collecting media and network metrics exposed by Your platform. The Service analyzes the data, and visualizes the aggregated and raw data on a dashboard.

1.4 The Service is available only to companies that are appropriately licensed and otherwise legally permitted to conduct business. You represent and warrant that You are appropriately licensed and are legally permitted to conduct business.

1.5 By using or accessing the Service in any way, You acknowledge, represent and warrant that You have reviewed these Terms of Service, have the authority and right to accept these Terms of Service and agree on behalf of yourself and the legal entity that you represent or on whose behalf you are accessing the Service to be bound by these Terms of Service. If You do not agree to these Terms of Service, please do not access or use the Service.

1.6 The Terms of Service may be modified from time to time in accordance with these Terms of Service. You are invited to read the Terms of Service on a regular basis to be informed of these modifications.

2. THE SERVICE

2.1 The Service is offered to You pursuant to these Terms of Service. All Services are provisioned using software as a service ("**SaaS**") delivery and servicing model, in which software applications are hosted by 8x8, or its subcontractors, and are made available to You over the Internet.

2.2 You are granted by 8x8 the right to use the Service upon acceptance of these Terms of Service and subject to proper payment of the applicable Fees (as defined below) and otherwise fulfillment of the other obligations stated in these Terms of Service.

3. YOUR USE OF THE SERVICE

3.1 As a prerequisite to use the Service, you will be required to provide mandatory registration information, such as Your name and email address that will need to be valid and up-to-date.

3.2 You agree, at all times to use the Service fully in compliance and in accordance with these Terms of Service.

3.3 You are solely responsible for any activities or omissions that occur through Your user account. You agree to keep Your user account and Your password confidential and secure from third parties and agree to ensure that third parties do not use the Service with Your user account. You will not create multiple user accounts or user accounts for any other party than Yourself.

3.4 You represent and warrant that any and all information You provide to 8x8 at any time (including without limitation when registering Your user account) will be true, accurate, current and complete, and You agree to update such information as necessary to maintain it conforms to the aforesaid.

3.5 You agree to use the Service in compliance with applicable laws and regulations at all times. You may not use the Service for any illegal, unauthorized, inappropriate or unethical purpose or activities, including but not limited to use in a manner that infringes on the intellectual property rights of any third party. You further agree to comply with reasonable guidelines provided, whether in writing or communicated otherwise, by 8x8 for the use of the Services.

3.6 You shall obtain any and all necessary permits and consents, if any, for the purpose of any use, transfer or processing of data or other information which You receive or process otherwise through the Service.

3.7 You shall at all times be responsible for the maintenance, use and availability of Your own network connections to the Service including but not limited to their functionality and interoperability with the Service and suitability for any purpose. You shall ensure that no viruses, worms, Trojan horses, time bombs, cancel bots or any other harmful, damaging or destructive programs or content are transmitted or caused to be transmitted by You or on Your behalf through the use of the Services or to the Services.

3.8 You consent to 8x8's application, at its sole discretion, of any and all upgrades, enhancements, changes, modifications and new releases of, for or to the Services, including to functions and features.

4. TERMS RELATING TO APIs AND SDKs

4.1 8x8 may provide application programming interfaces ("APIs") and/or Software Development Kits ("SDKs") through the www.callstats.io website or any other 8x8 website or distribution method, which provides you access to information, services, code and other material ("API-content"). Your access to and use of such APIs, SDKs, and API-content is subject to the applicable licenses found at <https://www.8x8.com/terms-and-conditions/api-license-agreement> and <https://www.8x8.com/terms-and-conditions/software-development-kit-license-agreement>.

5. FEEDBACK

5.1 8x8 would like to receive input, suggestions and other feedback ("Feedback") on the Service and any of its individual components. Feedback includes, without limitation, materials as well as ideas or know how (whether presented orally, in written form or otherwise).

5.2 With respect to such Feedback, You hereby grant 8x8, under all Your intellectual property and proprietary rights, the worldwide, non-exclusive, perpetual, irrevocable, royalty-free rights (1) to use, copy and modify Feedback and to create derivative works thereof, (2) to make (and have made), use, import, sell, offer for sale, lease or otherwise distribute any products or services of 8x8 containing Feedback, and (3) to sublicense rights to the extent a license is necessary for using products or services of 8x8.

6. FEES

6.1 You shall pay all amounts billed to You by or on behalf of 8x8 in respect of the Services without counterclaim, set-off, withholding, or deduction of any sort. The fees payable by You for the Services ("Fees") are set forth in Your account dashboard, and are payable as provided in these Terms of Service. The current pricing for the Service is available at <https://dashboard.callstats.io/pricing>. All payments shall

be non-refundable and non-creditable.

6.2 8x8 may change its fees and payment policies for the Service from time to time by giving You thirty (30) days prior notice. The changes to the Fees or payment policies are effective upon the expiration of the 30-day period. Should You not wish to continue to use the Service under such changed or amended fees and payment policies, You may terminate these Terms of Service at the end of Your current term by immediately informing 8x8 of such termination. By continuing or resuming using the Service following such changes or amendments, You agree to be bound by the changed or amended fees and payment policies.

6.3 You understand and agree that normal carrier data rates and fees are applicable when using the Service.

6.4 All Fees are defined without value added tax (“VAT”) or any other applicable sales tax, which shall be added to the Fees in accordance with the then-applicable tax laws and regulations.

6.5 The terms of payment of each invoice shall be fourteen (14) days net from the date of the invoice. The invoicing schedule and method for the minute and event based charges for the Service is available at <https://dashboard.callstats.io/pricing>.

6.6 By confirming a payment of the Fees from your card, you authorize 8x8 to charge future payments from your card in accordance with these Terms of Service.

6.7 Any amounts overdue shall, beginning upon delinquency, accrue interest at the rate of the lesser of one-point-five percent (1.5%) per month or the maximum rate permitted by applicable law. If You fail to pay any Fees within thirty (30) days from the date such Fees have fallen due, 8x8 shall have the right, in its sole discretion, to suspend the performance of its obligations under these Terms of Service.

7. TERM, CHANGES AND TERMINATION OF THE SERVICE

7.1 These Terms of Service shall become effective on the date that You accept these Terms of Service or first access or use the Service subject to these Terms of Service, whichever is earlier, and continue in full force and effect for the term identified on your order, renewing automatically for an additional term or terms equal in length to the immediately preceding term, unless and until terminated in accordance with Sections 6.2, 7.2, 7.3 or 7.6.

7.2 These Terms of Service may be terminated by either party for convenience upon at least thirty (30) days prior written notice to the other party.

7.3 8x8 may change or amend these Terms of Service at any time by providing You notice and posting the changed information and documents at the www.callstats.io website. Should You not wish to continue to use the Service under such amended Terms of Service, You may terminate these Terms of Service to end at the end of Your current term by informing 8x8 of such termination. By continuing or resuming using the Service following such changes or amendments, You agree to be bound by the changed or amended Terms of Service.

7.4 8x8 has the right, in its sole discretion, to change, modify or update the Service or any part thereof, including but not limited to APIs and API-content, at any time.

7.5 8x8 shall always be entitled but shall have no obligation to make such changes to the Service that (a) concern or relate to the production environment of the Service and do not have a material adverse effect on the agreed contents of the Service or the agreed service level, (b) are necessary to prevent any data security risk to the Service, or (c) result from law or from an administrative order.

7.6 8x8 may terminate or suspend, in its sole discretion, Your access to the Service and/or these Terms of

Service with immediate effect and without any obligation to provide notice, pay damages or any other liability to You where 8x8 determines that (a) You have breached these Terms of Service or used or allowed any third party to use of the Service contrary to these Terms of Service; (b) that such termination is necessary to comply with a law, regulation, or court or administrative order or ruling; or (c) a serious data security threat so demands.

7.7 Survival. Sections 5, 6.1, 6.5-6.7, 8, 9.1, 9.3-9.6, 10 and 11 shall survive termination or expiration of the Agreement, as shall any other provision that by its nature is intended to so survive.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All rights, title and interest in and to the Service and any content posted by 8x8 to the Service are the sole and exclusive property of 8x8 or third parties. Callstats.io name and logo are trademarks of 8x8, and You agree not to use such trademarks without the prior written permission of 8x8. You may not attempt to reverse engineer, de-encrypt or otherwise derive the design, internal logic, structure or inner workings (including algorithms and source code) of the Service.

8.2 You acknowledge and agree that the Services provided pursuant to these Terms of Service do not include any grant of rights or license to 8x8's intellectual property rights or the Services, but merely a limited, non-exclusive and non-transferable right to use the functionality of such Services for Your own internal business purposes in accordance with these Terms of Service. All intellectual property rights in and to the Services used by You, to the APIs and the API-contents, in all languages, formats, and media throughout the world and any modifications, amendments or derivatives thereof are vested in and shall be the exclusive property of 8x8 and its licensors.

9. WARRANTIES AND LIMITATION OF LIABILITY

9.1 The Service is provided in all respects on an "AS IS" and "AS AVAILABLE" basis without any warranty of any kind, and You are solely responsible for Your use of the Service. You acknowledge and agree that 8x8 shall not be liable to the You or to any third party for any modification, suspension or discontinuance of the Service. 8x8 shall have no liability towards You and 8x8 shall not be responsible for unavailability or any other failure of the Service or any damages possibly caused by such failure or unavailability.

9.2 8x8 takes back-up copies of the data or material uploaded by You to the Service in accordance with its applicable practices available at <https://dashboard.callstats.io/pricing>.

9.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, 8X8 SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR THE SERVICE OR YOUR USE THEREOF. 8X8 SHALL NOT BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, LOSS OF TURNOVER OR DAMAGES CAUSED BY A DECREASE OR INTERRUPTION IN TURNOVER OR PRODUCTION IN ANY WAY ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS OF SERVICE.

9.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW 8X8 MAKES NO REPRESENTATIONS, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS OR WARRANTIES CONCERNING THE SERVICES, EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND EXPRESSLY DISCLAIMS (AND EXCLUDES) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS, UNDERTAKINGS, OBLIGATIONS OR CONDITIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, CONDITIONS OR

UNDERTAKINGS OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN ANY CASE 8X8'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE AND TERMS OF SERVICE FOR ANY AND ALL DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO TWENTY PERCENT (20%) OF THE FEES (EXCLUDING VAT) PAID BY YOU TO 8X8 DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

9.5 The limitations of liability shall not apply to damages caused by wilful misconduct or gross negligence or to damages that relate to transfer, copying or use of the Service that is contrary to these Terms of Service or law.

9.6 THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND ON A CUMULATIVE (RATHER THAN PER-INCIDENT) BASIS. YOU ACKNOWLEDGE AND AGREE THAT THE PRICING AND OTHER TERMS UNDER THE TERMS OF SERVICE ARE BASED ON THE FOREGOING EXCLUSION AND LIMITATION.

10. OTHER PROVISIONS

10.1 These Terms of Service constitute the entire agreement between You and 8x8 with respect to the subject matter hereof, and supersedes all proposals, oral or written, all previous negotiations, and all other communications between You and 8x8 with respect to the subject matter of these Terms of Service.

10.2 If any provision of these Terms of Service is held unenforceable, the remaining provisions of these Terms of Service will remain in full force and effect.

10.3 No failure to exercise, nor any delay in exercising, by 8x8, of any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

10.4 You may not assign these Terms of Service or any of Your rights and obligations hereunder to any third party. 8x8 may assign these Terms of Service and any of its rights and obligations hereunder to its affiliate or a third party at any time without notice.

10.5 8x8 shall have the right to use its relationship with You in its marketing and sales promotion activities as follows:

10.5.1 use Your trade name, trademark, logo and other commercial designations on its website and customer and partner listings (whether in electronic or in paper format); and

10.5.2 make a press release regarding Your use of the Service and other products or services.

10.6 8x8 shall not be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of concluding an agreement based on these Terms of Service, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the party concerned is the target or party to such action. A force majeure event suffered by a subcontractor of 8x8 shall also discharge 8x8 from liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. 8x8 shall make commercially reasonable efforts to inform You in writing by posting the relevant information at www.callstats.io of a force majeure event and the

termination of the force majeure event.

10.7 Notices. Any notice to be provided hereunder to 8x8 shall be provided via email to (a) legal-notices@callstats.io (for legal notices); or (b) to support@callstats.io (for all other notices). 8x8 may change its designated notice address via notice to You. Notice shall be deemed effective and received via email the first business day after the date sent (without any undeliverable notification being returned). Notices to You will be provided, at 8x8's sole discretion, via email to the email address You provide on your account, via posting on the www.callstats.io website, or via notification within the Service or your account.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 These Terms of Service shall be governed by and construed in accordance with the laws of the state of California, excluding its choice of law provisions.

11.2 EXCEPT FOR CLAIMS OF 8X8 RELATING TO AMOUNTS OWED AND CLAIMS THAT THE OTHER PARTY IS EXPRESSLY REQUIRED TO INDEMNIFY, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, SHALL BE FINALLY SETTLED BY ARBITRATION BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration will be conducted under AAA's published commercial arbitration rules. You and 8x8 each agree to bear its own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. The place of arbitration shall be Santa Clara County, California. The language of the arbitration shall be English.