

NTS / 8x8 SERVICES SUPPLEMENTAL TERMS

1. Application, Priority and Definitions

- 1.1 This document applies to any 8x8 Services that are made available by Nasstar to a Customer. This document is supplemental to and forms part of the Contract and is referenced in Nasstar's Third Party Terms & Notices document.
- 1.2 Terms defined in the Contract have the same meaning when used in this document. Terms defined in the 8x8 Terms have the same meaning when used in this document, unless otherwise defined in this document. If a term is defined in both the Contract and the 8x8 Terms, the definition in the 8x8 Terms shall apply for the purposes of this document to the extent that the term relates specifically to the 8x8 Services.
- 1.3 In this document:
- "8x8"** means 8x8, Inc.;
- "8x8 Services"** means the UCaaS, CCaaS and related 8x8 subscription services, related numbers, features, support and usage procured by Nasstar from NTS and made available to the Customer, including any support services (**"NTS Support Services"**) and any professional services supplied by NTS;
- "8x8 Terms"** means:
- (a) the 8x8 UCaaS/CCaaS Service Terms for 8x8 Reseller Customers available at <https://www.8x8.com/legal/reseller-order-terms/vo-vcc-service-terms>, including any Regional Terms incorporated into them which apply to the Customer's use of the 8x8 Services;
 - (b) the 8x8 Use Policy available at <https://www.8x8.com/terms-and-conditions/use-policy>; and
 - (c) the 8x8 Usage Terms available at <https://www.8x8.com/terms-and-conditions/usage>,
- in each case as amended or updated in accordance with the 8x8 Terms;
- "Contract"** means an agreement or order between Nasstar and the Customer (whether in the form of an MSA, a Statement of Work, Service Agreement, order form, or such other document as the parties may agree from time to time);
- "Customer"** means the counterparty to the Contract;
- "MSA"** means the master services agreement between Nasstar and the Customer;
- "NTS"** means Nuvola Technology Solutions Limited.

2. The Services

- 2.1 The parties acknowledge that:
- (a) the 8x8 Services are supplied to the Customer by Nasstar as a reseller of services ultimately provided by 8x8 or NTS (as applicable);
 - (b) the 8x8 Terms are incorporated into and form part of the Contract in respect of the 8x8 Services;
 - (c) for the purposes of the 8x8 Terms, Nasstar is the "Reseller" and the Customer is the "Customer"; and
 - (d) the rights, obligations, restrictions, exclusions, limitations and remedies expressed in the 8x8 Terms to apply to the Reseller or the Customer shall apply between Nasstar and the Customer accordingly.
- 2.2 The Customer confirms that:
- (a) it has been provided with, or given the opportunity to review, the 8x8 Terms;
 - (b) it accepts the 8x8 Terms and agrees to be legally bound by all obligations, restrictions and requirements expressed in them to apply to the Customer; and
 - (c) it shall procure that its Users comply with the 8x8 Terms to the extent applicable to them.
- 2.3 Except as expressly supplemented by this document, the parties do not intend this document to restate or duplicate the 8x8 Terms.

3. Priority

- 3.1 Notwithstanding clause 3.12 of the MSA, where a provision of the 8x8 Terms is expressed to govern the rights, obligations, liability or remedies of the Reseller or the Customer in relation to the 8x8 Services, that provision shall prevail over any inconsistent provision of the Contract, but only in relation to the 8x8 Services and only to the extent of the inconsistency.
- 3.2 Notwithstanding clause 3.12 of the MSA, where a provision of this document is expressed to govern the rights, obligations, liability or remedies of the parties in relation to the 8x8 Services, that provision shall prevail over any inconsistent provision of the Contract, but only in relation to the 8x8 Services and only to the extent of the inconsistency.
- 3.3 Except to the extent provided in clause 3.1 or 3.2, the order of precedence in clause 3.12 of the MSA shall continue to apply.
- 3.4 No purchase order, Change Note or other document issued by the Customer shall amend, exclude or override any provision of the 8x8 Terms which Nasstar is required to preserve as a condition of its right to resell the 8x8 Services, unless Nasstar expressly agrees otherwise in writing following any necessary approval from NTS and/or 8x8.

4. Customer requirements, network and deployment

- 4.1 Without prejudice to the Customer's co-operation obligations in the Contract, the Customer shall provide Nasstar promptly with complete and accurate information reasonably required by Nasstar, NTS or 8x8 in connection with the ordering, design, provisioning, configuration, deployment, operation and support of the 8x8 Services, including information concerning:
 - (a) the Customer's requirements for the 8x8 Services;
 - (b) the Customer's network environment, connectivity and infrastructure;
 - (c) the Customer Locations and Users;
 - (d) the proposed deployment model; and
 - (e) any other Customer-controlled systems, equipment, infrastructure or dependencies which may materially affect the provision or operation of the 8x8 Services.
- 4.2 The Customer shall ensure that all information provided by or on behalf of the Customer for the purposes of clause 4.1 is complete and accurate in all material respects.
- 4.3 The Customer shall ensure that those elements of its network, infrastructure, connectivity, equipment and operating environment which are within the Customer's control:
 - (a) are suitable for the Customer's intended use of the 8x8 Services; and
 - (b) comply with the applicable technical, network, configuration and other requirements contained in the 8x8 Terms, the Documentation or otherwise notified to the Customer by Nasstar, NTS or 8x8.
- 4.4 The Customer acknowledges that the suitability and performance of the 8x8 Services depend upon:
 - (a) the accuracy and completeness of the information provided by or on behalf of the Customer;
 - (b) the Customer's requirements and proposed deployment model being compatible with the 8x8 Services ordered; and
 - (c) the Customer-controlled network, infrastructure, connectivity, equipment and operating environment satisfying the applicable requirements for the 8x8 Services.
- 4.5 The Customer shall notify Nasstar before making any material change to its requirements, network, infrastructure, connectivity, equipment or deployment model which may reasonably be expected to affect the operation, performance or suitability of the 8x8 Services and shall provide Nasstar, NTS and 8x8 with a reasonable opportunity to assess the effect of the proposed change.
- 4.6 Nasstar shall not be responsible for any failure, degradation, delay, additional charge or other consequence arising to the extent caused by:
 - (a) inaccurate, incomplete or misleading information supplied by or on behalf of the Customer;
 - (b) a Customer-controlled network, infrastructure, connectivity, equipment or operating environment failing to satisfy an applicable requirement notified to the Customer;
 - (c) the Customer's requirements or deployment model differing materially from those disclosed; or

- (d) a material change made by or on behalf of the Customer without Nasstar having first been given a reasonable opportunity to assess the effect of that change.

5. Customer cooperation and information

- 5.1 Without prejudice to the Customer's co-operation obligations in the Contract, the Customer shall promptly provide such information, access, assistance and cooperation as Nasstar may reasonably require to enable Nasstar to perform the Contract and comply with its corresponding obligations to NTS and 8x8 in connection with the Customer's 8x8 Services.
- 5.2 The Customer shall not be required under this clause 5 separately to perform an obligation which is already imposed on it under the 8x8 Terms.

6. Subscription term, renewal and changes to quantities

- 6.1 The Initial Term and each Renewal Term for the 8x8 Services shall be as specified in the Contract.
- 6.2 The 8x8 Services shall automatically renew for each applicable Renewal Term unless the Customer gives Nasstar written notice of non-renewal at least 90 days before expiry of the then-current Initial Term or Renewal Term.
- 6.3 The Customer may reduce the quantity of, or downgrade, the 8x8 Services only:
 - (a) with effect from the commencement of a Renewal Term; and
 - (b) by giving Nasstar at least 90 days' prior written notice before commencement of that Renewal Term, unless Nasstar agrees otherwise in writing.
- 6.4 Any additional licences, numbers or other recurring 8x8 Services ordered during an Initial Term or Renewal Term shall be co-terminous with the existing 8x8 Services unless otherwise agreed in writing.
- 6.5 The Customer acknowledges that Nasstar enters into corresponding committed subscription obligations to NTS in reliance on the Contract. Accordingly, termination, cancellation, reduction or suspension of the Contract or the Customer's use of the 8x8 Services shall not release the Customer from its obligation to pay the charges attributable to the Subscription Commitment to the extent that Nasstar remains liable for the corresponding charges to NTS.
- 6.6 The amounts payable under clause 6.5 are contractual payment obligations and not damages and shall not be reduced by any limitation of liability under the MSA.
- 6.7 Clause 6.5 shall not apply to the extent that Nasstar is released from the corresponding Subscription Commitment by NTS or 8x8. Where Nasstar receives a refund or credit from NTS or 8x8 in respect of amounts already paid by the Customer for a period following termination, Nasstar shall pass the corresponding refund or credit to the Customer.

7. Emergency calling and service location

- 7.1 The Customer acknowledges that cloud/VoIP emergency calling has limitations and is subject to network availability. The Customer shall (a) maintain accurate service-location information for each User, (b) inform its Users of the applicable emergency-calling limitations, and (c) maintain an alternative means of contacting emergency services.

8. Charges

- 8.1 In addition to the recurring charges specified in the Contract, the Customer shall pay:
 - (a) all usage charges, overage charges, Regulatory Fees, Taxes and other variable charges arising from the Customer's or its Users' use of the 8x8 Services in accordance with the 8x8 Terms; and
 - (b) any other charges properly imposed on Nasstar by NTS in respect of the Customer's order, use of, or request for a change to, the 8x8 Services,
 in each case to the extent that the relevant amount is attributable to the Customer or its Users and is not already included in the Fees payable under the Contract.
- 8.2 Any change to a charge referred to in clause 8.1, or any new charge imposed by NTS or 8x8 in accordance with the applicable upstream terms, may be passed through by Nasstar to the Customer.

- 8.3 Where Nasstar is required to give notice of a change under clause 8.2, Nasstar shall give the Customer as much notice as is reasonably practicable, but the applicable notice period shall not exceed the notice Nasstar receives from NTS or 8x8.

9. Changes to the 8x8 Terms

- 9.1 The Customer acknowledges that the 8x8 Terms may be amended or updated by 8x8 in accordance with the change mechanism contained in the 8x8 Terms.
- 9.2 A change to the 8x8 Terms made by 8x8 in accordance with that change mechanism shall not require a Change Note or other change-control procedure under the MSA.
- 9.3 Where the 8x8 Terms give the Customer a right to object to a proposed change, the Customer may exercise that right only in accordance with the procedure and within the period specified in the 8x8 Terms and shall provide any notice required to be given directly to 8x8.
- 9.4 If, as a consequence of:
- (a) a change to the 8x8 Terms;
 - (b) an objection made by the Customer to such a change;
 - (c) withdrawal or material alteration of the 8x8 Services; or
 - (d) any other circumstance contemplated by the 8x8 Terms,
- Nasstar is entitled or required to terminate the corresponding 8x8 Services upstream, Nasstar may terminate the affected 8x8 Services on corresponding notice to the Customer.
- 9.5 Where termination under clause 9.4 releases Nasstar from its corresponding Subscription Commitment to NTS, the Customer shall be released from the corresponding Subscription Commitment to Nasstar from the effective date of termination.

10. Third Party Product protections and liability

- 10.1 The parties agree that the 8x8 Services are Third Party Products for the purposes of the MSA.
- 10.2 Accordingly, and without limiting clause 3:
- (a) the warranties, exclusions, disclaimers and limitations applicable to the Reseller under the 8x8 Terms shall apply to Nasstar in respect of the 8x8 Services;
 - (b) the Customer shall have no greater warranty, remedy or right against Nasstar in respect of the 8x8 Services than is provided to Nasstar by / against NTS, except to the extent that Nasstar has expressly assumed an additional obligation in the Contract; and
 - (c) clause 10.9 of the MSA shall apply to the 8x8 Services.
- 10.3 Notwithstanding clause 7 of the MSA, Nasstar's liability or indemnity obligation in respect of any claim that the 8x8 Services infringe a third party's Intellectual Property Rights shall be limited to the corresponding protection, indemnity, remedy or benefit available to Nasstar from NTS and/or 8x8 in respect of that claim and shall be subject to the corresponding exclusions, conditions and procedures applicable upstream.

11. NTS services

- 11.1 Where the applicable Contract includes NTS Support Services or professional services provided by NTS, those services are provided subject to the applicable scope, limitations and fair-use requirements specified in the Contract or as otherwise notified to the Customer.
- 11.2 Unless expressly stated otherwise in the Contract, any support response or resolution times applicable to the NTS Support Services are targets only and do not constitute Service Levels.
- 11.3 Except where the 8x8 Terms expressly require the Customer to communicate or give notice directly to 8x8, the Customer shall raise all support requests relating to the 8x8 Services through Nasstar's designated support channels.
- 11.4 The Customer shall provide such information, access, assistance and cooperation as Nasstar reasonably requires in relation to the NTS Support Services.

12. Customer-caused upstream exposure

- 12.1 The Customer shall indemnify Nasstar against all losses, damages, costs, charges, claims and expenses suffered or incurred by Nasstar to the extent arising out of any material breach by the Customer or its Users of:
- (a) the 8x8 Terms;
 - (b) this document; or
 - (c) any Customer obligation under the Contract relating specifically to the 8x8 Services.
- 12.2 Clause 12.1 includes, without limitation, losses, damages, costs, charges, claims and expenses arising because:
- (a) information supplied by or on behalf of the Customer is inaccurate, incomplete or misleading;
 - (b) the Customer or its Users fail to comply with the 8x8 Terms;
 - (c) the Customer fails to give a notice required under the 8x8 Terms or this document within the applicable period;
 - (d) the Customer requests a change, cancellation, reduction, downgrade, port or other action which results in a corresponding charge to Nasstar from NTS or 8x8; or
 - (e) NTS or 8x8 suspends, restricts or takes remedial action in respect of the 8x8 Services as a result of an act or omission of the Customer or its Users.
- 12.3 The Customer shall not be liable under clause 12.1 to the extent that the relevant losses, damages, costs, charges, claims and expenses:
- (a) were caused by Nasstar's breach of the Contract;
 - (b) arose from an act or omission of Nasstar for which Nasstar is responsible under the Contract; or
 - (c) were caused or increased by Nasstar's failure to take reasonable steps to mitigate such losses, damages, costs, charges, claims and expenses
- 12.4 To the extent that an amount claimed under clause 12.1 arises from a third-party claim, the conduct of claims provisions of the MSA shall apply.

13. Upstream suspension, withdrawal and termination

- 13.1 Without prejudice to the provisions of the Contract, Nasstar may suspend or restrict the affected 8x8 Services where:
- (a) NTS or 8x8 suspends or restricts the corresponding upstream service;
 - (b) NTS or 8x8 requires Nasstar to suspend or restrict the Customer's use of the 8x8 Services in accordance with the applicable upstream terms;
 - (c) the Customer's or a User's breach of the 8x8 Terms gives rise to a right of suspension or restriction under those terms; or
 - (d) suspension or restriction is reasonably necessary to comply with applicable law or a binding requirement of a regulator or competent authority.
- 13.2 Without prejudice to the provisions of the Contract, Nasstar may terminate the affected 8x8 Services where:
- (a) NTS or 8x8 permanently withdraws or ceases to provide the corresponding upstream service;
 - (b) Nasstar's right to resell the corresponding 8x8 Service terminates for reasons not caused by Nasstar's breach of its agreement with NTS;
 - (c) continued provision of the 8x8 Service would breach applicable law or a binding requirement of a regulator or competent authority;
 - (d) the 8x8 Terms otherwise permit or require termination of the corresponding service by the Reseller; or
 - (e) NTS is entitled or required under its agreement with Nasstar to terminate the corresponding service for reasons arising from the Customer's or its Users' acts or omissions.
- 13.3 Nasstar shall give the Customer as much notice of any suspension, restriction or termination under this clause 13 as is reasonably practicable having regard to the notice received by Nasstar from NTS or 8x8.

- 13.4 Where termination under clause 13.2 releases Nasstar from its corresponding Subscription Commitment to NTS, the Customer shall be released from the corresponding Subscription Commitment to Nasstar from the effective date of termination.
- 13.5 Any refund or credit payable to the Customer following termination under clause 13.2 shall be limited to the corresponding refund or credit actually received or recoverable by Nasstar from NTS or 8x8 in respect of the Customer's 8x8 Services.

14. Notices

- 14.1 Where the 8x8 Terms require the Customer to give a notice or communication directly to 8x8, including any notice relating to non-renewal, termination, objection to a change or a matter arising under the 8x8 Use Policy, the Customer shall:
 - (a) give that notice to 8x8 within the period and in the manner specified in the 8x8 Terms; and
 - (b) provide Nasstar with a copy of that notice at the same time.
- 14.2 Where Nasstar is required to give NTS a notice in consequence of a decision, request or instruction of the Customer, the Customer shall give Nasstar sufficient prior notice to enable Nasstar to comply with the applicable NTS notice period, including the specific notice periods set out in clause 6.
- 14.3 Failure by the Customer to give a notice required under this document or the 8x8 Terms shall not release the Customer from any corresponding payment obligation or other liability to Nasstar to the extent that Nasstar remains liable to NTS or 8x8 as a result of that failure.