

8x8 UK LIMITED SERVICE SCHEDULE

This Representative Agreement ("Agreement") is made by and between you, an existing Buyer with a signed Credit Application with the Distributor (herein defined as "Representative") and **Westcon Group European Operations Ltd**, an English Company, having an office at Chandlers House, Wilkinson Road, Cirencester, Glos. GL7 1YT ("Distributor").

This Agreement shall be deemed effective as at the date of electronic or written acceptance ("Effective Date").

The Distributor and Representative hereby agree as follows:

WHEREAS:

- A) A Representative Agreement (the "**Master Agreement**") has been entered into between the Distributor and the Representative. Representative wishes to adopt and incorporate by reference all of the terms and conditions of the Master Agreement in order to become an independent contractor for the purposes of marketing and soliciting orders for the products and services made commercially available by Distributor subject to the additional terms and conditions of this Schedule.
- B) Representative and Distributor desire to enter into this Schedule under the same terms and conditions as the Master Agreement except as otherwise provided herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

"**Effective Date**" is the date the Representative signs below;

"**End Customer**" means an end user that has entered into an agreement with 8x8 for provision of Services following marketing efforts of a Sub Agent or the Master Agent, for which the Master Agent is rightfully registered within 8x8's relevant system as the agent of record at the time of End Customer's placement and 8x8's acceptance of a bona fide order(s) under a customer agreement.

"**Orders and SOWs.**" Orders and/or SOWs may be entered into between 8x8 and End Customer from time to time for the provision of 8x8 Services to such End Customer.

"**Territory**" United Kingdom, Netherlands or Ireland and any other territory as may be agreed in writing by the parties from time to time.

2. SCOPE OF APPOINTMENT AND RELATIONSHIP

2.1 Scope of Appointment. Subject to the provisions of this Agreement, the Distributor grants to the Representative a revocable, non-exclusive and limited right within the Territory to: (a) market and solicit orders for the 8x8 Services; (b) publicly display the 8x8 Marks and distribute 8x8 Literature for 8x8 Services.

2.2 The Representative shall not: (a) represent itself as an agent or representative of 8x8 or Distributor for any purpose other than as provided at Clause 1.1 above; (b) enter into contracts in 8x8's or Distributor's name; nor (c) give any condition or warranty or make any representation on 8x8's or Distributor's behalf beyond those contained in any 8x8 Literature, or incur any liability on behalf of the Distributor or 8x8.

2.3 The Representative shall only market and solicit orders for the Services directly to End Customers, and not to another reseller or other intermediary entity;

2.4 This Agreement does not create a relationship between the Parties as one of employer and employee, franchisor and franchisee, or joint venturers. Master Agent is responsible for the expenses and obligations it incurs in marketing and soliciting orders for the Services.

3 RESPONSIBILITIES

3.1 During the term of this Agreement the Representative will:

- 3.1.1. market and promote the Services among prospective End Customers;
- 3.1.2. comply with the requirements of all applicable laws and regulatory obligations in marketing the 8x8 Services and shall co-operate with 8x8 in relation to any engagement with regulatory authorities or bodies (including responding to information requests) and inform 8x8 immediately of any regulatory engagement;
- 3.1.3. without prejudice to the generality of clause 3.1, Representative (a) represents that (i) it has not, nor has any of its officers, employees, representatives or agents, committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"), (ii) it is not subject to an investigation relating to an alleged MSA Offence, nor has it been prosecuted for a MSA Offence, and (iii) it is not aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence, and (b) warrants and undertakes that (i) it shall comply with 8x8's policies relating to Modern Slavery, and (ii) it shall notify 8x8 immediately in writing if it becomes aware or has reason to believe that it, or any of its representatives or agents, has breached any of its obligations under this clause 3.1;
- 3.1.4. engage in actions that adversely affect the deployment or use of the Services for or by an End Customer or the efforts of 8x8 to correct any problems that may arise with respect to the End Customer's use of the Services.
- 3.1.5. not otherwise act, or fail to act, in a way that may embarrass 8x8 or bring 8x8's name into disrepute; and
- 3.1.6. maintain complete and accurate records of its obligations under this Agreement.

3.2 The Representative agrees that for as long as the Distributor is paying Commissions to the Representative will not solicit End Customers to terminate Services or their relationship with 8x8. Notwithstanding the foregoing or anything in this Agreement to the contrary, the following will not be a breach of this Agreement, (i) Representative sells or attempts to sell to an End Customer a service of another provider that 8x8 does not provide at the time of the attempted sale to the End Customer; or (ii) if the End Customer has the right to terminate its 8x8 Service Agreement or is near the end of its term and requests a competitive bid from the Representative, and the Representative accommodates such request.

3.3 If the Representative wishes to register an opportunity to sell the Services, or any available services or Equipment provided by a third party for an End Customer, it shall either register the opportunity through the PartnerXchange (an online web portal that provides access to information and resources including without limitation reporting, pricing, billing and online ordering facilities, as may be updated or replaced from time to time) or other system provided by 8x8 from time to time for quoting and ordering and providing information reasonably required by 8x8 with regard to such opportunity and shall follow the 8x8 rules of engagement.

3.4 8x8 and Distributor reserves the right in its absolute discretion, without any liability to the Representative, to reject any opportunity, order or potential End Customer introduced by the Representative.

4 COMMISSION

4.1 As full and sole compensation for the sale of the Services under booking orders entered by 8x8, the Representative shall earn a monthly commission ("Commission") that shall be (a) earned

solely on MRR actually received by 8x8 from an End Customer for which the Representative is rightfully registered within 8x8's relevant system at the time of End Customer's placement and 8x8's acceptance of a bona fide order(s) under a Customer Agreement (i.e., earned upon, and only upon, 8x8's actual receipt of MRR from the applicable Customer) ("Received MRR"); (b) calculated at the rate of eighteen percent (18%) (i.e., the MRRC earned by The Representative for a given pound of Received MRR shall be given eighteen (18) pence), and (c) paid to the Representative within forty five (45) days of 8x8's invoicing of the applicable MRR to the Customer, provided that where Received MRR is for a period of time that is greater than one month (each such payment a "Bulk Received MRR Amount"), 8x8 may pay such commission to the Representative in monthly instalments, the commission basis for each of which shall equal the full amount of the Bulk Received MRR Amount divided by the number of months that the Bulk Received MRR Amount was for (the commission described in this sentence, "MRRC"). For the purposes of this Agreement, "MRR" means the monthly recurring revenue collected by 8x8 in each respective month consisting of an End Customer's subscription service fees pursuant to a contract between 8x8 and End Customer. MRR does not include: (a) equipment sales (whether such equipment is purchased up front or with monthly payments); (b) taxes; (c) any non-8x8 subscription services (d) 8x8 surcharges and line-item fees (if any); (e) usage-based fees; or (f) any one-time project or professional services fees (such as training, configuration or other implementation fees). Usage-based fees are variable charges including but not limited to usage fees for international or free calling added to a Customer's account statement by 8x8.

4.2 Commission will be paid in British pound sterling (or as otherwise mutually agreed by the Parties in writing) and exclusive of Value Added Tax ("VAT") or any equivalent tax which will, if applicable, be payable in addition. The Representative will provide a valid VAT Registration number to the Distributor in order for the Distributor to issue a monthly self-bill invoice setting out the Commission payable under this Agreement. The Representative confirms it shall accept such invoices raised by the Distributor and shall not issue, nor shall it commission a third party to issue, a VAT invoice for any Commissions payable. The Representative shall immediately inform 8x8 if they stop being registered for VAT, get a new VAT registration number or transfer their business as going concern.

4.3 the Distributor will have the right, upon providing ninety (90) days prior written notice to The Representative (unless otherwise agreed in writing by the parties), to modify the Commissions. Such modified Commissions will be applicable for new Customers brought to 8x8 after the effective date of such Commission change. Distributor may also modify the relevant Commission amount on a case-by-case basis if special pricing is requested by the Representative, approved by 8x8 in writing and provided to Customer.

4.4 Chargebacks. If 8x8 pays Commissions to the Representative for Customer billings that are subsequently refunded or credited back to any Customer or are not for any reason paid by a Customer, then Distributor may deduct the amount of such Commissions from future Commissions owed to the Representative, or in the event that no future Commissions are payable within or following the notice to the Representative, The Representative will immediately pay back to the Distributor the Commissions relevant to the Customer refund, credit or non-payment. Distributor reserves the right to not pay commissions until the charge back period has expired. The Representative acknowledges and agrees that Distributor shall have no obligation to pay any Commissions or other fees to the Representative with respect to any of the following: (i) trial (non-paying) accounts; (ii) any payments charged to a Customer that have not been received by 8x8; or (iii) any Services being used internally by the Representative.

4.5 If The Representative believes that 8x8 has incorrectly applied a chargeback such discrepancy must be raised with the Distributor within thirty (30) days of the date such chargeback or purported over or under payment. If The Representative fails to dispute a Discrepancy as described in this clause, it shall be deemed that The Representative has waived all its rights and claims in relation to such Discrepancy and Distributor will have no obligation to take any action to address the Discrepancy; and the original Commission payment or chargeback will be considered complete and satisfied.

5 REPRESENTATIONS & WARRANTIES.

Each Party represents and warrants that it: (i) will comply with all laws, rules, regulations, and decrees (of the United Kingdom or the relevant Territory) applicable to its performance under this Agreement; (ii) will perform its obligations under this Agreement in a professional manner; (iii) has full authority to perform its obligations under this Agreement; and (iv) the person executing this Agreement has the authority to bind it. Neither 8x8 nor its licensors nor Distributor make any warranties to the Representative regarding the Services, and any part of the Services used by the Representative in connection with the Agreement and the marketing, order solicitation and demonstration of the Services under this Agreement are provided without warranty of any kind. To the maximum extent permitted by applicable law, 8x8, its licensors and the Distributor expressly disclaim any and all representations and warranties, either express, implied, statutory, or otherwise with respect to the Services, including, but not limited to, any implied warranty of satisfactory quality, fitness for a particular purpose, title, non-infringement, and the continuous, uninterrupted, error-free, virus-free, or secure access to or operation of the Services.

6 TERM AND TERMINATION

6.1 This Agreement shall continue in force for the Initial Term and indefinitely thereafter until terminated by either party in accordance with Clauses 6.2, 6.3 or 6.4.

6.2 Distributor may terminate the Agreement with immediate effect in the event that 8x8 has, via notice to the Distributor, prohibited the use of the Representative in the event that 8x8 determines that the Representative has acted in contravention of this Agreement or that the use of the Representative would create a substantial risk of breach of this Agreement or non-compliance with the requirements hereof or the exposure of 8x8 or its Affiliates to substantial liability, damage, or harm.

6.3 Either Party may terminate this Agreement by providing no less than ninety (90) days' prior written notice to the other Party of its intent to terminate, such notice to expire no earlier than the expiry of the Initial Term.

6.4 Termination for Cause. Either Party may terminate this Agreement for cause as follows:

- 6.4.1 Immediate Termination. Immediately upon receipt by the defaulting Party of notice given by the terminating Party after the defaulting Party has:
 - (a) failed to comply with any applicable laws, directives, rules and regulations applicable to the Party's performance under this Agreement; or
 - (b) provided notice to its creditors or any of them that it has suspended or is about to suspend payment or if the other shall be unable to pay its debts within the meaning of Clause 123 of the Insolvency Act 1986, or if an order shall be made or resolution passed for the winding up of the other (otherwise than for the purpose of and followed by a reconstruction or amalgamation) or if an administration order shall be made in respect of the other or if the other shall become insolvent or shall make any assignment for the benefit of creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt.
- 6.4.2 Distributor will have no further obligation to pay Commissions to the Representative if the Distributor terminates the Agreement under clause 6.2 or for cause under Clause 6.4.

6.5 Immediately upon termination of this Agreement, The Representative will (i) stop marketing the Services; (ii) at 8x8' option, destroy or deliver to 8x8 all materials relating to 8x8 (including its Confidential Information); (iii) discontinue the use of any Mark (as defined in Clause 7.4) and (iv) stop representing itself as an agent, contractor, agent or representative of 8x8.

7 CONFIDENTIALITY

7.1 Either Party may, directly or through its Affiliate, partner, or advisor, or any representative of any of the foregoing, disclose or otherwise make available to the other Party or its representatives (collectively, the "Recipient") trade secrets and/or pricing, product, business, or technical information of or concerning the disclosing Party (the "Discloser") or its Affiliates or partners which the Discloser indicates is confidential or proprietary, or which, by its nature, would reasonably be expected to be confidential or proprietary ("Confidential Information"). For avoidance of doubt, the pricing and other terms of the Agreement shall be deemed the Confidential Information of each Party. Notwithstanding the foregoing, Confidential Information shall not include any information that the Recipient can demonstrate: (a) is already or later becomes disclosed to the general public other than through the fault or negligence of Recipient or (b) is lawfully obtained by Recipient from a third party which has the right to transfer or disclose it, (c) is already known to Recipient at the date of receipt of the information pursuant to the Agreement, provided such prior knowledge can be substantiated by appropriate evidence, or (d) is independently developed by Recipient without the use of any Confidential Information, provided such independent development can be substantiated by documentary evidence.

7.2 The Recipient agrees: (a) to keep the Discloser's Confidential Information confidential and disclose it only (i) to its Representatives, Affiliates, Partners and advisors to whom such disclosure is reasonably necessary to accomplish the purpose for which the Confidential Information was disclosed to the Recipient and who are bound to reasonable confidentiality obligations with respect to such Confidential Information, (ii) in response to a judicial order or other lawful process, as and to the extent required by such order or process or (iii) as approved in writing by the Discloser; (b) not to use Discloser's Confidential Information except for the purpose(s) for which the Confidential Information was disclosed or as approved in writing by the Discloser; and (c) to protect the confidentiality of the Discloser's Confidential Information with the same degree of care as Recipient uses to protect its own Confidential Information of like kind, but in no event less than reasonable care. Each Party shall use reasonable efforts to ensure that its Representatives observe these obligations as if they were Parties to the Agreement.

7.3 Each Party acknowledges that its breach of Clause 7.2 may result in immediate and irreparable harm to Discloser, for which there may be no adequate remedy at law, and Discloser shall be entitled to equitable relief to compel Recipient to cease and desist all unauthorised use and disclosure of Discloser's Confidential Information in addition to monetary damages and such other relief as the courts may determine is appropriate.

7.4 Trademarks. During the term of this Agreement, 8x8 grants to the Representative a limited, non-exclusive and non-transferable right to use service marks, trademarks, trade name and logo designs of 8x8 (collectively, "Marks") solely in conjunction with the promotion, marketing, or support, of the 8x8 Services in accordance with the terms of this Agreement and the applicable 8x8 policies provided or communicated to the Representative from time to time. The Marks will remain the sole and exclusive property of 8x8. 8x8 and Distributor reserves the right to (i) request the Representative to provide samples of the use of the Marks in the marketing materials; or (ii) create or modify any 8x8 guidelines for use of the Marks.

8 EXCLUSIONS AND LIMITATIONS OF LIABILITY

8.1 References to liability in this Clause 8 includes all liability arising under or in connection with this Agreement, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). Nothing in this Clause 8 shall limit: (i) any liability under Clause 7 (Confidentiality); (ii) Clause 9; or (iii) Failure by the Representative to comply with any applicable laws, directives, rules and regulations applicable to its performance under this Agreement.

8.2 Subject to Clause 8.1, the following types of loss are wholly excluded: loss of anticipated savings, loss of profits, loss of sales or goodwill, loss of use or corruption of software, loss of data or information, loss of agreements or contracts, loss associated with the procurement of substitute products or services, or any indirect or consequential loss.

8.3 Liability Cap. Subject to Clause 8.1 and 8.2, the total liability of either party shall not exceed the total aggregate amount of Commissions paid or payable under this Agreement for all Orders and/or SOWs during the twelve (12) months immediately preceding the first incident out of which the liability arose. The foregoing limitation: (a) shall apply (i) on a cumulative basis (rather than per incident) and (ii) regardless of whether such persons were advised of the possibility of such damages.

9 ANTI-BRIBERY

9.1 The Representative represents, warrants and undertakes that it will not act, or omit to act, in such a way as to give rise to a breach by it, of any applicable law related to bribery, corruption or any related matter.

9.2 The Representative represents, warrants and undertakes that it will not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of any member of the 8x8's group:

9.2.1 to any person in order to induce that person improperly to perform a function or activity in connection with a business or organisation, a person's employment, or a public function; or

9.2.2 to any Official to influence that Official in connection with obtaining business or a business advantage for any of 8x8 or its group.

9.3 In this Clause "Official" means (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or Agent of a public international organisation, such as the UN or the World Bank.

9.4 The Representative will maintain adequate procedures designed to prevent any persons who perform services for it or on its behalf from undertaking any of the activities described in Clause 9.1 or 9.2 to obtain or retain business or a business advantage for it.

9.5 The Representative will promptly report any apparent breach of Clause 9.1 or 9.2 to 8x8.

9.6 8x8 will have the right to terminate this Agreement with immediate effect on giving written notice for any breach of Clause 9.1 or 9.2.

9.7 The Representative agrees to indemnify the 8x8 and keep it fully and effectively indemnified against any third party claims or actions made against 8x8 in connection with any breach of Clause 7, 9.1, 9.2 or any failure by the Representative to comply with any applicable laws, directives, rules and regulations applicable to its performance under this Agreement.

IN WITNESS WHEREOF, The Representative agrees to this Agreement effective on the Effective Date.

REPRESENTATIVE []:

By:

Name:

Title:

Date: