

SUPPLEMENTAL TERMS FOR ORDERED PRODUCTS PROVIDED TO CUSTOMER LOCATIONS IN ITALY

Last Updated: January 8, 2019

ITY-1. Applicability. These Supplemental Terms for Ordered Products Provided to Customer Locations in Italy (these “Italy Terms”) (a) are supplemental to, and a part of, the United Kingdom and Europe Supplement to 8x8 Virtual Office and Virtual Contact Centre Regional Terms (the “Europe Supplement”) and the Regional Terms, (b) shall apply solely with respect to Ordered Products provided to a Customer Location in Italy, and (c) shall, in respect of any such Ordered Products, prevail to the extent of any conflict between these Italy Terms and the other provisions of the Terms.

ITY-1. Number Porting. In addition to the provisions of Section EU-3 (Numbers and Porting) of the Europe Supplement:

- (a) pursuant to Resolution no. 11/06/CIR, issued by the Authority for the guarantees in telecommunications (the “AGCOM”), setting forth “Regulations on the supply of VoIP (Voice over Internet Protocol) services, and supplement to the National Numbering Plan” (the “Regulation”) and art. 73 of Italian Legislative Decree 1 August 2003 no. 259 (CCE or Legislative Decree no. 259/2003) (the “Electronic Communication Code”), 8x8 takes all necessary measures to ensure uninterrupted access to emergency services;
- (b) pursuant to Law 31 July 2005, no. 155, concerning the identification of clients and data retention of telephone traffic, to register with 8x8, Customer must provide 8x8 with a copy of its identity document (and of other users of the Ordered SaaS Services or other third parties allowed to use the Ordered SaaS Services);
- (c) pursuant to the Regulation and art. 96 of the Electronic Communication Code, in case of performances in the interest of justice, 8x8 may be required to reply to the request of information from the public authority;
- (d) pursuant to the Regulation and art. 79 of the Electronic Communication Code, the number of the calling party is visible, in accordance with relevant national and EU legislation on protection of personal data and privacy. To the extent technically feasible, 8x8 provides data and signals to facilitate the offering of calling line identification performance and tone dialing across Member States’ borders;
- (e) pursuant to the Regulation, Customer acknowledges and agrees that geographic numbers can be used for Ordered SaaS Services provided at a fixed location, such that for the publicly Available Telephone Services (PATs) at fixed locations (i.e. telephone services beginning with “0”), nomadism is allowed only within the originating telephone district. Accordingly, Customer expressly agrees not to use, or allow Agents or other users of the Ordered SaaS Services or other parties use, geographic numbers outside the corresponding district (e.g., Customer shall not use a number beginning with “02” for a phone call from outside the district of Milan). Thus, the VoIP terminal must be installed exclusively in properties located in the calling area corresponding to the assigned geographic district; and
- (f) pursuant to Regulation, Customer is allowed to call and receive calls from users of all communication networks, Italian and foreign, including mobile, networks, which use numbers of a national or international numbering plan.

ITY-3. Tariffs. The tariff for a call directed to a nomadic number will not exceed the tariff applicable to a call to a geographic number.

ITY-4. Express Consent. Pursuant to articles 1341 and 1342 of Italian Civil Code, by entering into the Agreement, Customer expressly agrees and approves of the following Sections of the Terms: 2.4 (SaaS Services Limitations), 2.5 (Third-Party Offerings and Integrations), 2.6 (Suspension and Restriction), 3 (Equipment), 7.1 or 7.2 (Payment of Billed Amounts), 9 (General Representations and Warranties; Warranty Disclaimer), 11 (Term and Renewal), 12 (Termination), 13 (Indemnification), 14 (Exclusions and Limitations of Liability), 15 (Dispute Resolution), 16.2. (Governing Law; Jurisdiction), and 16.3. (Force Majeure).

ITY-5. Dispute Resolution. According to art. 1, paragraph 11, of Law no. 249/97, any disputes, identified by the AGCOM, that may arise between Customer and 8x8 must be mandatorily referred to the alternative dispute resolution procedure provided by the Regional Committee for Telecommunications (the CORECOM) before proceedings are commenced, pursuant to the current regulation (Resolution no. 173/07/CONS and following, issued by AGCOM).