



## 8X8 UK VIRTUAL OFFICE AND VIRTUAL CONTACT CENTRE REGIONAL TERMS

### United States, Canada and Australia Supplement

Last Updated: 25<sup>th</sup> October 2018

**A. Applicability and Definitions.** This Supplement to the 8x8 UK Virtual Office and Virtual Contact Centre Regional Terms (these “**Regional Terms**”) shall apply solely with respect to Ordered Products provided to a Customer location (as identified by a physical address specified in the Agreement) (each a “**Customer Location**”) in the US, Australia, or Canada, except to the extent that one or more particular countries or regions are expressly referenced with respect to a provision of these Regional Terms, in which case such provision shall apply solely with respect to Ordered Products, if any, provided to a Customer Location in the referenced country(ies) or region(s)). Capitalised terms used and not defined in this Regional Terms Supplement shall have the meanings assigned to them in the 8x8 UK Virtual Office and Virtual Contact Centre Service Terms into which they are incorporated (the “**Terms**”).

**B. Numbers and Porting.** Subject to the following requirements and limitations, 8x8 shall support number portability under applicable law for Ordered SaaS Services that involve telephone numbers (including codes) that are provided to Customer by 8x8 or its Affiliate in connection with such Ordered SaaS Services (“**8x8 Numbers**”) or telephone numbers that are ported into 8x8 or its Affiliate by Customer in connection with such Ordered SaaS Services (“**Ported-In Numbers**”):

- **Availability of Porting** – In the US and Canada, portability is dependent upon the cooperation of third parties not under the control of 8x8, and applicable laws and regulations concerning the geographic relevance of local exchange area service, where applicable. Outside of the US and Canada, number portability may be unavailable (and thus Customer may not be able to port numbers into or out of 8x8 or its Affiliate when transferring service to or from 8x8 or its Affiliate) under certain circumstances (e.g., the absence of any porting agreement between 8x8 and the relevant carrier).
- **Number Port-Ins** – Where Customer wishes to port numbers in to 8x8 or its Affiliate from another provider (the “**Donor Provider**”), Customer authorizes 8x8 to have the numbers routed by 8x8 (instead of the Donor Provider) and to forward appropriate details of Customer’s porting application.
- **8x8 Numbers** – 8x8 shall use commercially reasonable efforts to facilitate Customer’s retention of numbers assigned to the Ordered SaaS Services during the Effective Period, provided that 8x8 Numbers (a) may be changed with reasonable notice to Customer where 8x8 or its Affiliate is so instructed by a regulator or determines in good faith that a third party has a valid claim to such 8x8 Number(s) or that such change is required under applicable law and (b) shall belong to 8x8, and not Customer, and Customer shall have no right to sell, dispose, transfer, or keep 8x8 Numbers.
- **Number Port-Outs** – Upon termination of the Agreement or a Reduction, 8x8 shall, at Customer’s request, use commercially reasonable efforts to assist Customer to port out the relevant numbers (including both 8x8 Numbers and Ported-In Numbers), provided that (a) outside of the US and Canada, 8x8 shall have no obligation to port out any 8x8 Number where such port out would require the porting out of a larger block of numbers and (b) to the extent permitted by applicable law, 8x8 may charge, and if charged, Customer shall pay, a reasonable administrative fee for each number ported out or attempted to be ported out. In the US, such fee shall be \$5.00 (USD) per number.
- **Disclosure to Directory Services** – Subject to any specific requirements in these Regional Terms, Customer consents to 8x8’s or its Affiliate’s disclosure of details of its and its Agents’ numbers to organizations that wish to compile directories or directory enquiry services.

**C. Emergency Calling Labels.** In the US and Canada, 8x8 will provide Customer with warning labels regarding the limitations or unavailability of 911 emergency dialing. Customer agrees to place a label on or near each non-mobile telephone or other equipment through which Ordered SaaS Services may be utilized or accessed. If additional labels are required, Customer shall request them from 8x8.



**D. Data Protection in Australia.** Subject to the terms of the Agreement, 8x8 will handle any “personal information”, as defined in the *Privacy Act 1988* (Cth) as amended from time to time, that Customer submits to 8x8 via any Ordered SaaS Services provided to a Customer Location in Australia (“**Australia Personal Information**”) only in accordance with 8x8’s Privacy Notice (available at <https://www.8x8.com/terms-and-conditions/privacy-policy>) (the “**Privacy Notice**”), or as otherwise permitted or required by law. 8x8 shall (a) take reasonable steps to protect Personal Information from misuse, interference, unauthorized access, modification, or disclosure and (b) not use Personal Information, except to provide the Services or Ordered Equipment or otherwise perform its obligations under the Agreement; as set forth in the Privacy Notice; or as otherwise permitted or required by law.

**E. Reverse Charge of GST in Australia.** The prices set forth in the Agreement are exclusive of any goods and services tax (GST) payable by Customer. The Parties agree to account for Australian GST on Ordered Products provided to a Customer Location in Australia in accordance with the reverse charge provisions of Division 83 of the A New Tax System (Goods and Services Tax) Act 1999 and confirm that such Ordered Products are provided to Customer and not to a resident agent. In addition, 8x8 confirms that, in providing the Ordered Products, 8x8 does not have a permanent establishment, nor does it provide the Ordered Products through an enterprise that it carries on, in Australia.

**F. Data Protection in Canada.** To the extent that the Content, if any, that Customer sends, receives, or stores via Ordered SaaS Services provided to a Customer Location in Canada includes “personal information” as defined under the Personal Information Protection and Electronic Documents Act (2000, c. 5) (PIPEDA) (“Canada Personal Information”), 8x8 shall use and disclose such Canada Personal Information solely (a) for the purpose of fulfilling 8x8’s obligations or exercising 8x8’s rights under the Agreement (which shall, for clarity, include providing, supporting, or enhancing (e.g., performing quality control functions) the SaaS Services), (b) as approved in advance in writing by Customer, (c) in accordance with Customer’s instructions, or (d) for the purpose of complying with Laws, including without limitation in response to legal process. To the extent that Customer otherwise submits Canada Personal Information to 8x8 via any Ordered SaaS Services provided to a Customer Location in Canada, 8x8 shall use and disclose such Canada Personal Information solely as set forth in the Privacy Notice.

**G. Mandatory Arbitration (US only).** IF AND ONLY IF CUSTOMER IS DOMICILED IN THE UNITED STATES, COVERED CLAIMS SHALL BE SUBMITTED TO FINAL, 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. This agreement to arbitrate also requires Customer to arbitrate claims against other parties relating to Services provided or billed to Customer if Claims are asserted against 8x8 in the same proceeding. Arbitration will be conducted under the AAA’s published commercial arbitration rules. Customer and 8x8 agree to bear their own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. The place of arbitration shall be Santa Clara County, California U.S.A. The language of the arbitration shall be English