

8x8 Business Terms and Conditions
Attachment 4 – Regional Supplements
Supplement D – Supplemental Terms – Canada

Updated 5/24/18

This Supplement is an attachment to, and part of, the 8x8 Business Terms and Conditions. The provisions in this Supplement apply to only to Services provided to Customer Locations in Canada.

1. E911 service

1.1 General

The Canadian Radio-television and Telecommunications Commission ("**CRTC**") requires that 8x8 provide E911 service, Basic or Enhanced 9-1-1 Service, or, where available, NG9-1-1 Service (collectively, "**E911 Service**") to all customers who use Services (subject to the exceptions noted below) within Canada. E911 Service is a mandatory component of all inbound/outbound traditional fax and voice service plans offered by 8x8 (each, an "**E911-Enabled Service**"). E911 Service is not offered on virtual numbers, toll-free numbers or similar service accessories or add-on service plans.

1.2 E911 acknowledgements

Customer acknowledges that 8x8's equipment and services do not support 911 emergency dialling or other emergency functions in the same way that traditional wireline 911 services work. Some of the limitations and other differences are detailed in this Section 1. Customer agrees to notify its Agents and anyone else who may potentially place calls using Customer's Services or Equipment, of the emergency service limitations described herein.

Customer acknowledges that 8x8 has advised customer to maintain an alternative means of accessing traditional 911 services.

1.3 Warning labels

8x8 will provide Customer with warning labels regarding the limitations or unavailability of 911 emergency dialling. Customer agrees to place a label on or near each telephone and other Equipment on which the Services may be utilized or accessed. **Customer agrees to place a label on and/or near each telephone or other customer premise equipment on which the services may be utilized.** If additional labels are required, Customer shall request them from 8X8.

1.4 Service location

E911 Service is only available in selected areas. If Customer subscribes to an E911-Enabled Service, Customer will be required to register the physical location of Customer's equipment (i.e., phone, softphone, digital telephone adapter (DTA), videophone, computer, etc.) with 8x8, either on the www.8x8.com website or account management portal, or by contacting 8x8 Customer Service. 8x8 may register Customer's service address as the default address for E911 service. **It shall be customer's responsibility to review and confirm the accuracy of such information and modify it as needed.**

Customer agrees to contact 8x8 Customer Service to update the relevant location information whenever the physical location of Service or equipment changes. If customer

subscribes to 8x8 mobile applications, the physical location registered for Customer's equipment (i.e., phone, softphone, DTA, videophone, etc.) will be the physical location registered for the mobile application associated with the equipment. Customer acknowledges and understands that any enhanced location information passed to any emergency operator by 8x8 will be based upon the physical location provided to 8x8 by Customer. In the event that the physical location has not been updated or is not complete, 8x8 may attempt to route a 911 call based upon the bill-to or ship-to addresses associated with Customer's account or initial order.

1.5 **E911 characteristics and limitations.**

Customer acknowledges that 8x8's E911 service has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. These characteristics may make 8x8's E911 services unsuitable for some customers. Customer acknowledges that it is customer's responsibility to determine the technology or combination of technologies best suited to meet customer's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional landline phone or wireless phone as a backup means of completing emergency calls).

In addition to the limitations set forth above, the following are some of the key characteristics that distinguish 8x8's E911 service from traditional, legacy, circuit-switched 911 service:

(a) **Electrical power**

The services will not function in the absence of electrical power. If there is a power outage, customer may be required to reset or reconfigure the equipment before being able to use 8x8's services, including for E911 purposes.

(b) **Internet access**

The services will not function if there is an interruption or significant degradation of customer's broadband or high-speed internet access service.

(c) **Non-voice systems**

The services are not set up to function with text messages or outdialing systems including home security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems.

(d) **Equipment failure**

The services will not function if customer's equipment (DTA, phone, videophone, etc.) Fails or is not configured correctly.

(e) **Service failure or shut-off**

If customer's 8x8 service is not available for any reason, including, but not limited to, suspension or cancellation of service for non-payment or other reasons.

(f) **Incorrect location data**

If customer does not correctly identify the actual location of the 8x8 equipment at the time of activation of the service or when updating that information with 8x8 customer service, E911 communications may not be directed to the correct local emergency operator.

(g) **Location updating delay**

Following any change of and update to customer's physical location in customer's account registration information, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated into 8x8's nomadic E911 databases prior to service activation, but 8x8 cannot guarantee this timing.

(h) **Incompatibility with systems of operator**

The local emergency service operator receiving 8x8 E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the 8x8 E911 call. Due to technical factors in network design, and in the event of network congestion on the 8x8 network, there is a possibility that a 8x8 E911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than E911 calls placed via traditional, legacy, circuit-switched telephone networks.

1.6 **E911 limitation of liability**

Without limiting section 15 of the global terms, customer acknowledges and agrees that 8x8 will have no liability whatsoever in the event that customer (including any agent of customer) or any other caller from customer's equipment or using customer's services is unable to place, or complete, a call to 911 or E911 services, or in the event that emergency responders do not respond, or do not respond to the location at which the equipment, customer, or caller is physically present or require such services, including under any of the circumstances described in section 1.5

Customer acknowledges and agrees that the foregoing limitation of 8x8's liability is reasonable and is a material term to this agreement, and that 8x8 would not provide services to customer without this limitation.

1.7 **E911 indemnity**

Customer agrees to indemnify and hold harmless 8x8 from any and all third-party claims, losses, damages, fines, or penalties arising out of (a) Customer's failure to provide to 8x8 current and complete information concerning its service address(es), or to update its registered address(es) for E911 service, or (b) Customer's failure to properly notify any person who may place calls using Customer's Services of the E911 limitations as required by this Section 1.

2. Number usage and porting

2.1 Where Customer is provided with a telephone number (including a code) as part of the Service (an "**8x8 Number**"), then that 8x8 Number will belong to 8x8, and Customer will have no right to sell, dispose or transfer that 8x8 Number, during the term of the Customer Agreement. 8x8 will use its best efforts to ensure that Customer is able to keep the number during the term of the Customer Agreement, but 8x8 reserves the right to change the number on reasonable notice if 8x8 determines, in good faith and in its reasonable discretion, that a third party has a valid claim to such number, or that the change is otherwise required by or advisable under applicable law.

2.2 Upon termination of the Services and at Customer's request, 8x8 will employ commercially reasonable efforts to assist Customer to port out Customer's numbers, including 8x8 Numbers and numbers which had been ported to 8x8 ("**Ported Numbers**").

2.3 Customer acknowledges that the porting of all 8x8 Numbers and Ported Numbers 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.

3. Data protection

3.1 With respect to any Personal Data processed on Your behalf under the Customer Agreement, 8x8 and Customer both agree that Customer is the data controller and 8x8 is the data processor in relation to that data. We shall process the Personal Data only in accordance with the terms of the Customer Agreement, 8x8's Privacy Policy, and lawful instructions reasonably given by You to us from time to time. Both parties will employ appropriate technical and organizational measures to protect such Personal Data. As data processor, 8x8 may appoint sub-processors for parts of its processing of Personal Data, provided, that the sub-processor assumes the same obligations as are imposed on 8x8 as data processor. In respect of Customer Data that constitutes Personal Data, 8x8 shall: (i) take appropriate technical and organizational measures against unlawful and unauthorized processing of the Personal Data and against accidental loss, destruction of and damage to the Personal Data, alteration or disclosure of the Personal Data to any third party; (ii) take reasonable steps to ensure the reliability of all of its personnel (whether employees or contractors) that may have access to the Personal Data and to ensure that they are adequately trained in the good handling of Personal Data; (iii) act only in accordance with the Customer's instructions in relation to processing the Personal Data and not use the Personal Data for any purpose other than to provide the Service under the Customer Agreement, 8x8's Privacy Policy, or as may be required by law.

3.2 You acknowledge that 8x8 relies on Customer for direction as to the extent to which we are entitled to use and process the Personal Data You provide us with. Consequently, we will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from Your instructions.

3.3 In order to provide the Services, 8x8 may transfer Personal Data to its Affiliates to store and process such Personal Data on servers located in the United States or other jurisdictions outside of Canada. Customer specifically and expressly consents to such transfers upon acceptance of the Customer Agreement. Customer further agrees and consents to 8x8 and the service providers that 8x8 utilize to assist in providing the Services to Customer having the right to access Customer's account and to use, modify, reproduce, distribute, display and disclose Customer Data, including any Personal Data, to the extent necessary to provide the Services, including, without limitation, in response to Customer support requests. Any third-party service providers 8x8 utilize will only be given access to Customer's account and Customer Data as is reasonably necessary, in 8x8's discretion, to provide the Service and will be subject to: (i) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in the Customer Agreement and (ii) their agreement to comply with the Personal Data restrictions, including transfer restrictions, set forth in this Section 3.

3.4 8x8 will promptly notify the Customer if 8x8 receives a request from a person to access to that person's Personal Data; a complaint or request relating to Customer's obligations under applicable data protection legislation; or any other communication relating directly to the processing of any Personal Data in connection with the Customer Agreement. 8x8 will provide You with reasonable co-operation and assistance in relation to any complaint or request made in respect of any Personal Data processed by 8x8 on Your behalf, including by providing You with details of the complaint or request, complying with any data subject access, rectification or deletion requests (within the relevant timescales set out in applicable data protection legislation) and providing You with any Personal Data we hold in relation to a person making a complaint or request (again, within a reasonable timescale).

- 3.5 You represent to 8x8 that You are in compliance with all applicable privacy and/or data protection laws, You have obtained all necessary rights and consents under applicable law to disclose to 8x8, or allow 8x8 to collect, use, retain and disclose any Personal Data that You provide to 8x8, or authorize 8x8 to collect, including information that we may collect directly from Customer end users via cookies or other means, and that 8x8 will not be in breach of any such laws by collecting, receiving, using, transferring and disclosing such information in connection with the Service. As between Customer and 8x8, Customer is solely responsible for disclosing to Customer's end users that 8x8 is processing Personal Data for You and obtaining data from such customers. It is Customer's obligation to disclose to its end users that such data may be transferred, processed and stored outside of Canada and, as set forth in 8x8's Privacy Policy, may be subject to disclosure as required by applicable law.
- 3.6 You agree to notify 8x8 of: (i) any limitations in Your privacy notice to data subjects; (ii) any changes in, or revocation of, consent by a data subject to use or disclose Personal Data; and (iii) any restrictions on the use of Personal Data to which You have agreed in accordance with its agreements with data subjects; in each case, to the extent that such limitations, changes or restrictions may affect 8x8's uses or disclosures of Personal Data.
- 3.7 If You receive Personal Data through the use of the Service, You must keep such information confidential and only use it in connection with the Service. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless You receive the express consent of the user to do so. You may not disclose any acquired Personal Data to any third party, other than in connection with processing of transactions or the provision of Services requested by end users of the Service.
- 3.8 8x8 will delete all other Customer Data and any Personal Data it may hold within a reasonable period of closure of Customer's account, or upon 8x8's reasonable determination that the information is no longer necessary for the purposes for which such information was collected or retained, in 8x8's sole discretion. You acknowledge that 8x8 may archive Customer Data and Personal Data rather than delete such data while You remain a customer of 8x8 or an 8x8 Affiliate.
- 3.9 For purposes of this Section 3, "**Personal Data**" includes any "Personal Data" within the meaning of Canada's Personal Information Protection and Electronic Documents Act, to the extent the proces