

8x8 Business Terms and Conditions

Attachment 4 – Regional Supplements Supplement A – Supplemental Terms – United Kingdom & Europe

Updated 5/24/18

The provisions in this **Supplement A** apply to Services provided to Customer Locations in the United Kingdom and within the European Union as listed in the table at 1.1 below.

The main body of this Supplement should be read together with the Annexes, which set out country-specific terms that are supplemental to the terms set out in the main body of this Supplement.

The country-specific terms in the Annexes shall:

apply only to the part of the Services that are provided to a Customer Location in the relevant country and only to the extent required by local Law;

Shall not affect the parties' rights and obligations under the Customer Agreement in so far as these rights and obligations relate to any other Services or to any other part of the Services (including, without limitation, to any Services provided to Customer Locations in other countries).

If there is any conflict or inconsistency between any term in the main body of this Supplement and a term in the relevant section in the Annexes, the latter shall take precedence.

1. **CALLS TO/FROM EMERGENCY SERVICES: SERVICE, QUALITY LIMITATION & CALLER LOCATION INFORMATION.**

- 1.1 The common emergency access number in the European Union is 112 and the national emergency access numbers (together, the “**Emergency Numbers**,” each separately an “**Emergency Number**”) are as follows:

Country	Emergency access number(s)
United Kingdom, Ireland	999, 112
Austria, Spain, Denmark, Finland, Sweden, the Netherlands	112
Belgium	100, 101, 102, 103, 104, 106, 107, 108, 110 and 112
Germany	110, 112
Italy	112, 113, 115, 118
Poland	997 (Police), 998 (State Fire Service), 999 (emergency medical services) and 112 (single European emergency call number)

France	112 <i>Numéro d'urgence paneuropéen</i> (European single emergency number), 15 <i>Urgence médicale - Samu</i> (emergency medical assistance service), 17 <i>Police secours</i> (police), 18 <i>Pompiers</i> (fire brigade), 115 <i>Samu social</i> (emergency shelter for the homeless), 119 <i>Enfance maltraitée</i> (childhood protection hotline), 116000 <i>Enfants disparus</i> (missing child hotline), 114 <i>Numéro d'urgence pour personnes déficientes auditives</i> (emergency hotline for deaf people), 191 <i>Urgence aéronautique - CCS</i> (aviation emergencies), 196 <i>Urgence maritime - CROSS</i> (coastguard, emergencies at sea), 197 <i>Alerte attentat – Alerte enlèvement</i> (terror/kidnapping hotline), 116117 <i>Permanence des soins ambulatoires</i> (out-of-hours available doctors)
--------	---

Emergency Numbers can be accessed, free of charge, if the Service is fully operational and if accessed from within the relevant country. There is no registration process to establish Emergency Number dialling. However, You understand and acknowledge that there may be some limitations as set out in the following paragraphs.

- 1.2 If You use the Service outside the country where that part of the Service is expressly provisioned by 8x8 to be used (Your "Service Location") You will not be able to call the Emergency Numbers in such Service Location, or such calls may be routed to an incorrect answering point.
- 1.3 If there is a Service outage for any reason, such outage may prevent access to Emergency Number dialling, such as, but not limited to, electrical outages and broadband service outages.
- 1.4 You must register with 8x8 Your primary physical location where the Service will be used. Your location will be registered as part of subscribing to the Service. It is Your responsibility to maintain the accuracy of Your location address if there are any changes. If You do not update 8x8 with changes to the location of where the Service is being provided, it may or may not be possible for emergency operators and authorities to identify Your location and phone number when You dial an Emergency Number. Location information of Your primary office as notified to 8x8 will only be provided to emergency services; extension information may not be provided to emergency services.
- 1.5 When You dial an Emergency Number You will need to state Your location and phone number promptly and clearly, as emergency operators and authorities may not have this information. The emergency operator may ask for specific information to correctly transfer Your call to a local emergency services department such as police, fire brigade, rescue, coastguard, etc.
- 1.6 Emergency operators and authorities may or may not be able to identify Your phone number in order to call You back if the call is unable to be completed, is dropped or disconnected, or if You are unable to speak to tell them Your phone number and/or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold Your line open in the event You hang up.

- 1.7 You agree to inform users of the Service of the above limitations and You understand and accept that You should always have an alternative means of accessing emergency services than through 8x8's Service.
- 1.8 For clarity, the VCC Service is an 'over-the-top' call-routing software solution that is integrated with, and is dependent upon, the Customer's underlying telephony system (whether separately provided by 8x8 or a Third-Party telephony provider). As such, calls to emergency services cannot be made within the VCC application and the Customer needs to ensure that calls to the emergency services are secured through the Customer's underlying telephony provider.
- 1.9 Quality Limitations: IP-based communications (whether voice, fax, text or otherwise) have inherent limitations relative to traditional, analog communication methods. While 8x8's Services have been engineered to address and manage these limitations, 8x8 cannot guarantee that all communications transmitted to or from the 8x8 Platform (including voice, facsimile and text messages) will be delivered without loss of data or at all. You acknowledge and understand that call quality depends not only on the specification and availability of the Broadband service to which You are connected but also on the telecommunications network to which the other parties are connected.

2. NUMBER USAGE AND PORTING.

- 2.1 This Section 2 shall only apply where You are provided with a telephone number (including a code) as part of the Service. 8x8 shall support number portability under applicable Law, but You understand that number portability may be unavailable with the Service in certain circumstances (such as no porting agreement between carriers). As such, if You move Your Service to or from 8x8 or to or from another provider You may not be able to keep Your telephone number. Where number portability is available with the Service, 8x8 will take reasonable steps to ensure that the transfer of Your number and subsequent activation is completed within one business day, provided all necessary activation processes and validations have been completed, the network connection is ready for Your use and (where You wish to port Your telephone number to 8x8) Your donor provider has received a request to activate the transfer of Your number from us and agreed a transfer date (the "**Porting Activation Requirements**"). Where the Customer wishes to port its number(s) from another provider (the "**donor provider**") to 8x8, Customer authorises 8x8 to have the number(s) from the other provider's lines listed in the Order Form routed by 8x8 instead of the other provider and to forward appropriate details of Customer's porting application for the Service to 8x8. You will receive advance notification of the change of service from the other operator to 8x8. 8x8's ability to provide the Service is subject to the donor provider porting the numbers.
- 2.2 For the avoidance of doubt and in accordance with applicable Law, the one business day time period does not commence from the date You submit a number transfer request. Unless provided otherwise under applicable Law, the one business day time period commences from the agreed date of port and once an agreement to port has been concluded between 8x8 and (where You wish to port Your telephone number to 8x8) Your donor provider following completion of all the Porting Activation Requirements. Following completion of the Porting Activation Requirements, 8x8 will send a notification informing You of the date when Your number will be transferred. If having notified You of the date when Your number will be transferred there is a subsequent delay in the Porting Activation Requirements, 8x8 will notify You of the new date when Your number will be transferred.
- 2.3 Subject to section 2.4 below, if the number transfer has not completed within one business day after the confirmed transfer date, You are entitled to claim compensation from the second business day after the confirmed transfer date up until the number transfer completion date. Any compensation awarded shall be in full and final settlement of any claim You may have against 8x8 (now or in the future) in respect of the delay. Compensation is calculated by multiplying your

monthly Subscription Service charge relevant to such number by 12, dividing by 365 and multiplying by the number of days delayed until porting is complete. Payment of any compensation shall be by credit against your next invoice.

- 2.4 Unless provided otherwise under applicable Law, any change to the date of Your number transfer due to the Porting Activation Requirements not being completed shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation.
- 2.5 In the case of analogue lines being utilised for facsimile machines, the standard service is not compatible, and an alternative e-fax service will be offered for numbers that are required to be ported to 8x8. This may result in loss of fax service for a period of up to 15 days.
- 2.6 Where You are provided with a telephone number (including a code) as part of the Service, then that code and number does not belong to You and You may not be able to keep that number or sell, dispose or transfer that number at any time. 8x8 will use its best efforts to ensure that You are 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 that the change is required by or advisable under applicable Law or is instructed by the relevant regulator.
- 2.7 Subject to any specific requirements in the Annexes, You acknowledge that 8x8 may provide details of the numbers issued to You and/or end users by 8x8 to organisations that wish to compile directories or directory enquiry services, and You consent to such disclosure.
- 2.8 We may charge an administration fee per number ported or attempted to be ported if and to the extent permitted by applicable Law, and such fee shall be set out in the Service Order.

3. HANDLING COMPLAINTS.

- 3.1 Our aim is to be best in class at all times. However, we recognise that things can go wrong and we have a complaints process in place to ensure we handle such situations appropriately and in a timely manner. In this Section You will read how You can make a complaint to us, what to expect from us if You do and what You can do if the complaint is not handled to Your satisfaction. Please contact us if You require this information to be sent to You in large format or Braille.

How to make a complaint

- 3.2 Our Customer Services Department is there to handle all day-to-day service changes, fault repairs and billing queries. If You have an issue that falls outside of this, or if You have already contacted them and You do not feel You have received an appropriate level of support, You may make a complaint by any of the following means:
 - 3.2.1 In writing to our head office at: Oxford House, Bell Business Park, Aylesbury, Buckinghamshire HP19 8JR – Attention: Customer Support.
 - 3.2.2 By calling our main line number +44 (0)02070966060 and stating clearly that You wish to make a complaint.
 - 3.2.3 By emailing to uk-support@8x8.com and stating clearly that You wish to make a complaint.
- 3.3 It will help us to investigate Your complaint if You set out clearly the nature of the complaint and any relevant history, including ticket references where appropriate.

What to expect

- 3.4 Our policy is to provide an initial response to complaints from the appropriate manager within one working day of receipt. Thereafter the manager involved will be in contact on a regular basis as agreed with You.

We aim to resolve all complaints to the satisfaction of our customers within two weeks.

How to escalate a complaint

- 3.5 If You feel Your complaint is not being handled to Your satisfaction You can escalate the complaint to a senior manager. The methods for doing this are as for the initial complaint: in writing, by phone or by email stating that You wish Your complaint to be escalated to senior management level.

Alternative Dispute Resolution Scheme

- 3.6 In many countries there is an ombudsman service scheme, i.e. an independent and impartial third party that resolves disputes between electronic communications providers and their customers. This third party will consider both sides of the complaint and arrive at a decision. We are bound by that decision, however You are always entitled to reject it and pursue other avenues.

The contact details of ombudsman service schemes for certain countries are set out in the Annexes.

4. MISCELLANEOUS.

- 4.1 **Customer Support Services:** The relevant Support Plan describes the support provided to the Customer. Support Plan is defined in the Global Terms. In all cases, You can contact customer support on uk-support@8x8.com, or such other address as may be notified by 8x8 from time to time, for further details.
- 4.2 **Contract Duration:** the Initial Term is set out in the Service Agreement or the applicable Service Orders, and further particularised at Clause 4 of the Global Terms.
- 4.3 **Nature of the Services Offered & Quality and Service Guarantees:** The Services are as described in the relevant Documentation, including any SLA.
- 4.4 **Procedures to avoid filling/overfilling a network:** 8x8 engages in capacity planning and its Services are designed to tolerate reasonable failures, but cannot be guaranteed. 8x8 Services are essentially 'over-the-top' and, as such, interact with third party Services for which are not under 8x8's control.
- 4.5 **Action that might be taken in reaction to security or integrity incidents or threats and vulnerability:** In addition to the security measures that 8x8 implement (including those summarised at <https://www.8x8.com/why-8x8/security-and-compliance>), should the Customer's security be compromised, which affects our Service or any other customer, 8x8 may suspend the Customer's Service in accordance with Clause 5 of the Global Terms.

ANNEXES TO SUPPLEMENT

ANNEX 1 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN THE UK

Complaints Handling Code of Practice for Small Business Users

Any complaints relating to Services provided to Customer Locations in the UK will be handled in accordance with 8x8's Complaints Handling Code of Practice for Small Business Users (which complies with the Ofcom Approved Code of Practice for Complaints Handling). 8x8's Complaints Handling Code of Practice for Small Business Users can be found at http://sims.8x8.com/Documents/711664_3_8x8_UK_Complaints_Procedure_-_2016.pdf.

Contact details for ombudsman service scheme in the UK

The contacts details for the ombudsman service scheme in the UK can be found at http://sims.8x8.com/Documents/711664_3_8x8_UK_Complaints_Procedure_-_2016.pdf.

Contract Duration

The Initial Term is set out in the Service Agreement or the applicable Service Orders, and further particularised at Clause 4 of the Global Terms. However, should You be a business or company for which 10 or less individuals work (whether as employees, volunteers or otherwise) following the expiry of the Initial Term, Your Customer Agreement shall continue on a rolling 30-day basis (whereby the relevant Month-To-Month Services fees will be applied, pursuant to the Global Terms) until written notice is served.

ANNEX 2 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN AUSTRIA

[PENDING CONFIRMATION FROM RTR]

Business Customers only

The Customer confirms it receives the Services in Austria as a business user, and the Customer Agreement represents a business-to-business contract.

Technical Requirements

8x8 confirms the Documentation referenced at Clause 2.2.3 of the Global Terms includes minimum technical requirements required to utilise the Services.

Invoices

Notwithstanding Clause 3.2 of the General Terms, Austrian Customers shall be entitled to receive paper invoices, free of charge.

Dispute Resolution Process and Dispute service scheme

Austrian Customer disputes, including any billing disputes following the procedure set out at Clause 3.5 of the Global Terms, may follow the ADR process with the RTR pursuant to § 122 of the Austrian Telecommunications Act 2003.

Details for the dispute service scheme in Austria can be found at: https://www.rtr.at/en/tk/Konsumenten_Service/Information_on_the_conciliation_procedure_EN.pdf

Directories and directory assistance services

The Customer acknowledges and agrees that 8x8 may provide the following Customer Data to directory publishers and suppliers of directory assistance services (“public subscriber directories”):

the name and initial of the first name(s)

the full address;

the telephone number allocated by 8x8.

8x8 shall not provide these Customer Data to directory publishers and suppliers of directory assistance if You have indicated that You do not want these Customer Data to be included in the directories and/or directory assistance services.

You can choose at any time whether or not to be listed in the directories and and/or directory assistance services. If You do not indicate that You want Your 8x8 number(s) to be listed in the directories and the directory assistance services, Your 8x8 number(s) will be deemed to be unlisted.

ANNEX 3 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN BELGIUM

Change in Terms

8x8 may amend or make modifications to these Terms from time to time including price increases (each such modification a “**Change of Terms**”) due to unforeseen events as contemplated by Clause 3.7 of the Global Terms, by notifying the Customer in writing of any Change of Terms at least 30 days prior to such Change of Terms becoming effective. Belgian Customers shall have the right to terminate the Customer Agreement to the extent it applies to Customer Locations in Belgium without penalty on written notice:

- (if the Change of Terms consists of an increase of the Service Fees or other charges) at the latest on the last day of the month following receipt of the first bill issued after such increase became effective; or
- (for other Changes of Terms) at the latest on the last day of the month following the date on which the Change of Terms became effective.

The notice of termination must be sent to uk-support@8x8.com, or such other address as notified by 8x8 from time to time.

Contract Duration

The Initial Term is set out in the Service Agreement or the applicable Service Orders, and further particularised at Clause 4 of the Global Terms. However, if You are a Belgian Customer, who uses the Services at Customer Locations in Belgium and are a business or company that holds five or less telephone numbers (excluding numbers for M2M services) following the expiry of the Initial Term, Your Customer Agreement shall continue on a rolling 30-day basis (whereby the

relevant Month-To-Month Services fees will be applied, pursuant to the Global Terms) until written notice is served.

Termination rights

Notwithstanding Clause 5.2, if You are a Belgian Customer that hold 5 or less telephone numbers in Belgium You are entitled to terminate the Customer Agreement in respect of Customer Locations in Belgium without the requirement to pay any early termination charges following the expiry of six months from the Commencement Date.

Directories and directory assistance services

You acknowledge and agree that 8x8 may provide the following Customer Data to directory publishers and suppliers of directory assistance services:

- the name and initial of the first name(s)
- the full address;
- the telephone number allocated by 8x8.

8x8 will not provide such Customer Data to directory publishers and suppliers of directory assistance if You have indicated that You do not want these Customer Data to be included in the directories and/or directory assistance services.

When ordering the relevant Service, You can choose whether or not to be listed in the directories and/or directory assistance services. If You do not indicate that You want Your 8x8 number(s) to be listed in the directories and the directory assistance services, Your 8x8 number(s) will be deemed to be unlisted.

Universal Telephone Directory/Directory Assistance

The Universal Telephone Directory and the Directory Assistance allow the Customer to:

- find a telephone number on the basis of a name and address and/or
- find a name and address on the basis of a telephone number and/or
- find the telephone number, name and address of a self-employed persons or businesses on the basis of their professional activity.

The following Customer Data are included free of charge in the Universal Telephone Directory and the Directory Assistance:

- for natural persons: the name and initial of the first name(s)
- for legal persons: the official name
- the address of the connection
- the telephone number

You are at all times responsible for the accuracy of the Customer Data that You provide to 8x8.

Contact details for ombudsman service scheme in Belgium

The Office of the Ombudsman for telecommunications

Boulevard Roi Albert II 8 boîte 3, 1000 Brussels, Belgium

Tel.: 02 223 09 09

Fax.: 02 219 86 59

plaintes@mediateurtelecom.be

klachten@ombudsmantelecom.be

Online:

www.ombudsmantelecom.be

ANNEX 4 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN DENMARK

Resolution of complaints

Further the Section 4.3 of this Supplement, written decisions from 8x8 relating to any recorded usage or payment complaint raised by a Danish Customer shall be provide no later than three months after the date on which such complaint was made by the Customer.

Pricing information

All relevant and up to date pricing is available at www.8x8.com/uk. Accepted payment methods shall be set out in the Global Terms (unless otherwise agreed).

Directories and directory assistance services

The Customer acknowledges and agrees that 8x8 may provide the following Customer Data to directory publishers and suppliers of directory assistance services ("public subscriber directories"):

the name and initial of the first name(s)

the full address;

the telephone number allocated by 8x8.

8x8 shall not provide these Customer Data to directory publishers and suppliers of directory assistance if You have indicated that You do not want these Customer Data to be included in the directories and/or directory assistance services.

You can choose at any time whether or not to be listed in the directories and and/or directory assistance services. If You do not indicate that You want Your 8x8 number(s) to be listed in the directories and the directory assistance services, Your 8x8 number(s) will be deemed to be unlisted.

ANNEX 5 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN FINLAND

Payment of disputed sums

Notwithstanding Clause 3.5 of the Global Terms, if any charges remain in dispute at the end of the prescribed 30-day period, any Finnish Customer shall not be required to pay the full amount within 10 days as prescribed, and shall only be required to pay once determined following the completion of any dispute resolution process.

Termination

Clause 5.1.3 of the Global Terms will not be applicable to any Finnish Customer receiving Services in Finland.

ANNEX 6 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN FRANCE

Porting

In addition to Section 2 of this Supplement (Porting), in accordance with, and within the limits of applicable regulations in France, upon subscription to an 8x8 Service with a telephone number You give 8x8 a mandate to undertake the necessary steps with Your previous provider and, where applicable, with any other person involved.

Data Protection

This provision is only included to the extent necessary on and from 25 May 2018 and does not affect the data protection provisions within the Global Terms. You acknowledge that, in order to provide the Service, 8x8 will process Your Personal Data in accordance with the applicable provisions of (i) the Information Technology, Data Files and Civil Liberties Act No 78-17 dated 6 January 1978, (ii) the French Post and Electronic Communications Code ("*Code des postes et communications électroniques*", (iii) the decisions and recommendations of the French Data Protection Authority ("*Commission Nationale de l'Informatique et des Libertés*" - "CNIL") and (iv) any other existing or future law or regulation relevant to the Processing of Your Personal Data.

You acknowledge that 8x8 may transfer Your Personal Data to a French judicial authority upon the request of an administrative or judicial authority within the course of their judicial investigations.

In accordance with the Information Technology, Data Files and Civil Liberties Act No 78-17 dated 6 January 1978, You have a right of access to, and a right of rectification of Your Personal Data processed by 8x8. In order to exercise this right You can contact 8x8 at the postal address, email address or telephone number as stated at Section 4.3 of this Supplement above.

Termination

Clause 5.1.3 of the Global Terms will not be applicable to any French Customer receiving Services in France.

ANNEX 7 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN GERMANY

Directories and directory assistance services

The Customer acknowledges and agrees that 8x8 may provide the following Customer Data to directory publishers and suppliers of directory assistance services:

- the name and initial of the first name(s)
- the full address;
- the telephone number allocated by 8x8.

8x8 will not provide these Customer Data to directory publishers and suppliers of directory assistance if You have indicated that You do not want these Customer Data to be included in the directories and/or directory assistance services.

You can choose at any time whether or not to be listed in the directories and and/or directory assistance services. If You do not indicate that You want Your 8x8 number(s) to be listed in the directories and the directory assistance services, Your 8x8 number(s) will be deemed to be unlisted.

Blocking outgoing calls to specific numbers

Customer shall be entitled, free of charge, to request from 8x8 to block the calling of specific number ranges as far as this is technically possible. Unblocking of previously blocked number ranges can be subject to a charge.

Blocking the use of premium services

Customer shall be entitled, free of charge, to request from 8x8 to block the use of premium services and the related identification of a mobile connection for the purpose of billing premium services.

Dispute service scheme

Contact details for the dispute service scheme in Germany can be found at <https://www.bundesnetzagentur.de/DE/Sachgebiete/Telekommunikation/Verbraucher/Streitbeilegung/streitbeilegung-node.html>.

Liability cap

Where: (i) telecommunication Services are provided to Customer Locations in Germany, (ii) the Customer is domiciled in Germany, and (iii) other than where the parties have separately negotiated Clause 15.2, in accordance with § 44a of the German Telecommunications Act (hereinafter referred to as "TKG") the maximum liability concerning financial loss of 8x8 and its Affiliates under the Customer Agreement, or arising out of the Services provided thereunder, to any German-domiciled customer, including the Customer, shall in no case exceed the total amount of 12.500 EUR per customer.

Furthermore, the maximum liability concerning financial loss in total available to all German-domiciled customers (in aggregate) shall – without prejudice to the preceding cap – not exceed the amount of 10 Million EUR if the liability is based on a uniform act or an uniform incident and exists towards several customers. Cuts are made in accordance with § 44a sentence 3 TKG.

The liability caps as set out in paragraphs. 1 and 2 above shall not apply to claims for compensation that resulted from a delayed payment of compensations nor as far as the liability is based on intent.

Burden of proof regarding billing complaints

Within eight weeks from the date of invoice receipt, 8x8 shall bear the burden of proof concerning the accurate billing of telecommunication Services. If Customer raises a complaint about an invoice within this time period and 8x8 cannot demonstrate that the disputed bill is correct, 8x8 shall have the right to demand the amount which is equivalent to the average amount of the previous six billing periods. The aforementioned sentence does not apply if the Customer can prove that its Service usage in the contested billing period was lower than the average period. The period the average calculation is based on shall be reduced to the existing billing periods passed if the actual contractual period is shorter than six billing periods.

After the expiry of the eight week period as set out in the first sentence of the above paragraph, the Customer shall bear the burden of proof with respect to any disputed invoice concerning telecommunication Services.

ANNEX 8 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN IRELAND

Change in Terms

8x8 may amend or make modifications to the Terms from time to time (each such modification a “**Change of Terms**”). 8x8 shall notify the Customer in writing or, at the Customer’s request by sending email notice to the e-mail address indicated by the Customer, of any Change of Terms at least 30 days prior to such Change of Terms becoming effective. Irish Customers shall have the right to terminate the Customer Agreement to the extent it applies to Customer Locations in Ireland if they do not agree to any Change of Terms by sending termination notice to uk-support@8x8.com, or such other address as notified by 8x8 from time to time without penalty.

Contact details for the national regulatory authority for the telecommunications services in Ireland.

The Commission for Communications Regulation (CommReg) is the national regulatory authority for telecommunication services in Ireland, and its address is:

Commission for Communications Regulation,
1 Dockland Central, Guild Street,
Dublin 1, D01 E4X0

Contact details for the CommReg dispute service scheme in Ireland can be found at <https://www.comreg.ie/queries-complaints/phone/>

ANNEX 9 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN ITALY

Number porting

In addition to the provisions of Section 1.3 of this Supplement, 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 (the “**Electronic Communication Code**” or “**CCE**” or “**Legislative Decree no. 259/2003**”), 8x8 takes all necessary measures to ensure uninterrupted access to emergency services.

In addition to the provisions of Section 1.4 of this Supplement, pursuant to Law 31 July 2005, no. 155, concerning the identification of clients and data retention of telephone traffic, to register with 8x8 You must provide 8x8 with a copy of Your identity document (and of other users of the Services or other third parties allowed to use the Services).

In addition to the provisions of Section 1.6 of this Supplement, 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.

In addition to the provisions of Section 1.8 of this Supplement, 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 dialling across Member States' borders.

Number Porting

In addition to the provisions at Section 2 of this Supplement, pursuant to the Regulation, You acknowledge and agree that geographic numbers can be used for 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. In view of the foregoing, You expressly agree not to use, or let other users of the Services and other third parties use, geographic numbers outside the corresponding district (for example, you shall not use a number beginning with “02” for a phone call from outside the district of Milan). Therefore, the VoIP terminal must be installed exclusively in properties located in the calling area corresponding to the assigned geographic district.

Pursuant to Regulation, you are 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.

Tariffs

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

Data Protection

This provision is only included to the extent necessary on and from 25 May 2018 and does not affect the data protection provisions within the Global Terms. However, if necessary, You are solely responsible for compliance with Resolutions no. 36/02/CONS and no. 180/02/CONS, issued by AGCOM and Order dated 7 August 2011 no. 1711492 issued by Italian privacy authority, on the single database of phone services subscribers.

Express Consent

Pursuant to articles 1341 and 1342 of Italian Civil Code, By signing this Customer Agreement You expressly agree and approve the following Section of the Global Terms: 3.5 DISPUTED CHARGES; 3.6 THIRD-PARTY SERVICES; 4.2 RENEWAL; 5. TERMINATION AND SUSPENSION; 6. EQUIPMENT AND SHIPPING; 9. SERVICE LIMITATIONS; 13. REPRESENTATIONS AND WARRANTIES; 14. INDEMNIFICATION; 15. LIMITATION OF LIABILITY; 16. DISPUTES; 17.2 GOVERNING LAW; EXCLUSIVE JURISDICTION; 17.4 FORCE MAJEURE (EVENTS BEYOND OUR CONTROL);

Dispute Resolution

According to art. 1, paragraph 11, of Law no. 249/97, any disputes, identified by the AGCOM, which may arise between You 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).

ANNEX 10 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN THE NETHERLANDS

Cancellation of Services

In accordance with Section 7.2 of the Dutch Telecommunications Act, any Customer that meets the definition of a Dutch small business user may request an interim cancellation of the Service should the Service change to the detriment of the Customer, including changes pursuant to Clause 11.2.

Contact details for the national regulatory authority for the telecommunications services in Netherlands.

Authority for Consumers and Markets

PO Box 16326
2500 BH The Hague
The Netherlands

Telephone: +31 70 7222 000

Fax: +31 70 7222 355

ANNEX 11 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN POLAND

Terms

You may access the Terms at any time by visiting <https://www.8x8.com/uk/terms-and-conditions/business-terms-270217>. You may also ask 8x8 for an electronic or paper copy of the Terms.

Change in Terms

8x8 may amend or make modifications to the Terms from time to time (each such modification a “**Change of Terms**”). 8x8 shall notify the Customer in writing or, at the Customer’s request by sending email notice to the e-mail address indicated by the Customer, of any Change of Terms at least 30 days prior to such Change of Terms becoming effective. Polish Customers shall have the right to terminate the Customer Agreement to the extent it applies to Customer Locations in Poland if they do not agree to any Change of Terms by sending termination notice to uk-

support@8x8.com, or such other address as notified by 8x8 from time to time within the period set out by 8x8, while the time limit for exercising this right may not be shorter than by the date on which the Change of Terms takes effect.

Directories and directory assistance services

You can be listed in the Public Telephone Directory only upon your prior consent.

If You agree to be listed, the following Customer Data are included free of charge in the Public Telephone Directory:

- the name and the initial of the first name(s)
- the name of place and street where the connection is located or –upon your consent – your full address;
- the telephone number allocated by 8x8.

The Public Telephone Directory allows the Customer to:

- find a telephone number on the basis of a name and address and/or
- find a name and address on the basis of a telephone number and/or
- find the telephone number, name and address of a self-employed persons or businesses on the basis of their professional activity.

Contact details for the national regulatory authority for the telecommunications services in Poland.

The President of the Office of Electronic Communications (Urząd Komunikacji Elektronicznej)

18/20 Kasprzaka Street
01-211 Warsaw, Poland

phone: +48 22 53 49 156
fax: +48 22 53 49 155
e-mail: uke@uke.gov.pl
online: <https://www.uke.gov.pl/kontakt/>

ANNEX 12 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN SPAIN

Rights of Spanish Customers

Spanish Customers who receive the Services at Customer Locations in Spain will have the rights and obligations established in Royal Decree 899/2009, of 22nd May, or any other applicable regulation.

You may access the Terms at any time by visiting <https://www.8x8.com/uk/terms-and-conditions/business-terms-270217>. You may also ask 8x8 for an electronic or paper copy of the Terms.

Payment methods

Further to Clause 3.3 of the Global Terms, Spanish Customers who receive Services in Customer Locations in Spain are entitled to request that payments are made by means other than direct debit, if such other means are generally market-accepted.

Change in Terms

8x8 may amend or make modifications to the Terms from time to time (each such modification a “**Change of Terms**”). 8x8 shall notify the Customer in writing or, at the Customer’s request by sending email notice to the e-mail address indicated by the Customer, of any Change of Terms at least 30 days prior to such Change of Terms becoming effective. Spanish Customers shall have the right to terminate the Customer Agreement to the extent it applies to Customer Locations in Spain if they do not agree to any Change of Terms by sending termination notice to uk-support@8x8.com, or such other address as notified by 8x8 from time to time without penalty.

Refund policy

Notwithstanding Clause 3.8.1 of the Global Terms, Spanish Customers shall be entitled to a refund of prepaid fees and other Customer payments in the following circumstances:

Whenever the Spanish Customer uses its right to terminate the Customer Agreement early, by providing two days’ prior notice (as set out further below), any fees corresponding to the period of time following the two-day notice period shall be refunded (but, to avoid any doubt, this is without prejudice to 8x8’s right to charge early termination fees as agreed in the Customer Agreement); and

In the case of early termination of the contract by 8x8 for reasons other than Customer breach.

Termination

Clause 5.1.3 of the Global Terms will not be applicable to any Spanish Customer receiving Services in Spain.

The prior notice requirement as set out at Clause 5.1.5 (Termination for Convenience) of the Global Terms shall be two days for any Services provided to Spanish Customers at Spanish Customer Locations.

Directories and directory assistance services

The Customer acknowledges and agrees that 8x8 may provide the following Customer Data to directory publishers and suppliers of directory assistance services:

the name and initial of the first name(s)

the full address;

the telephone number allocated by 8x8.

8x8 shall not provide these Customer Data to directory publishers and suppliers of directory assistance if You have indicated that You do not want these Customer Data to be included in the directories and/or directory assistance services.

You can choose at any time whether or not to be listed in the directories and and/or directory assistance services. If You do not indicate that You want Your 8x8 number(s) to be listed in the directories and the directory assistance services, Your 8x8 number(s) will be deemed to be unlisted.

ANNEX 13 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN SWEDEN

Data Protection

This provision is only included to the extent necessary on and from 25 May 2018 and does not affect the data protection provisions within the Global Terms. To the extent required, "Personal Data" also includes any "personal data" within the meaning of the Swedish Data Protection Legislation, being the Personal Data Act (Sw. Personuppgiftslagen (1998:204)).

Contact details for the national regulatory authority for the telecommunications services in Sweden.

The Swedish Post and Telecom Authority (PTS)

E-mail: pts@pts.se

Telephone: +46 8 678 55 00

Telefax: +46 8 678 55 05

Postal address:

PTS

Box 5398

SE-102 49 Stockholm

Sweden