

## 8x8 Business Terms and Conditions

### Attachment 4 – Regional Supplements Supplement B – Supplemental Terms – United States

Updated 5/24/18

The provisions in this **Supplement B** apply to Services provided to Customer Locations in the United States.

This United States Supplement is an attachment to, and part of the Regional Supplements Appendix to the 8x8 Business Terms and Conditions (the “**Terms**”). Capitalised terms used and not defined in this United States Supplement shall have the meanings assigned to them in the Terms.

The provisions in this United States Supplement apply to only Services provided to Customer Locations in the United States of America.

#### 1. **E911 SERVICE.**

1.1 **GENERAL.** The United States Federal Communications Commission (“**FCC**”) 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 the United States. 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 DIALING 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 (E911 SERVICE). 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 dialing. CUSTOMER AGREES TO PLACE A LABEL ON AND/OR NEAR EACH TELEPHONE OR OTHER CUSTOMER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED OR ACCESSED. If additional labels are required, then Customer shall request them from 8x8.

1.4 **SERVICES 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 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.

- 1.5 Customer agrees to contact 8x8 Customer Service to update the relevant location information whenever the physical location of Services 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.

1.6 **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 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) **SERVICES FAILURE OR SHUT-OFF.** THE SERVICES WILL NOT FUNCTION IF CUSTOMER'S 8X8 SERVICES ARE NOT AVAILABLE FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, SUSPENSION OR CANCELLATION OF SERVICES 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 SERVICES 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 ACTIVATION OF SERVICES, 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 AN 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.

## 1.7 **E911 LIMITATION OF LIABILITY.**

WITHOUT LIMITING SECTION 16 (LIMITATION OF LIABILITY) OF THE 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 THE 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 REQUIRES SUCH SERVICES, INCLUDING WITHOUT LIMITATION UNDER ANY OF THE CIRCUMSTANCES DESCRIBED IN SECTION 1.5 (E911 CHARACTERISTICS AND LIMITATIONS) OF THIS UNITED STATES SUPPLEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATION OF 8X8'S LIABILITY IS REASONABLE AND IS A MATERIAL TERM TO THE CUSTOMER AGREEMENT, AND THAT 8X8 WOULD NOT PROVIDE SERVICES TO CUSTOMER WITHOUT THIS LIMITATION.

## 2. **NUMBER USAGE AND PORTING.**

- 2.1 Where Customer is provided with a telephone number (including a code) as part of the Services (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 may keep the number during the period that the number is rightly associated with the Services ordered by Customer under 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"), and 8x8 will charge an administrative fee of \$5.00 per number or Ported Number.
- 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.