



8X8 UK VIRTUAL OFFICE AND VIRTUAL CONTACT CENTRE REGIONAL TERMS

United Kingdom and Europe Supplement

Last Updated: 25th October 2018

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 United Kingdom and those European countries listed in the table below. The main body of this Supplement should be read together with the Annexes. 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**”).

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 applicable law.

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

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:

<i>Country</i>	<i>Emergency access number(s)</i>
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, 998, 999, 112
France	112, 15,17, 18, 115, 119, 116000, 114, 191, 196, 197, 116117

Emergency Numbers can be accessed, free of charge, if the Ordered SaaS Service is fully operational and if accessed from within the relevant country. Customer understands and acknowledges that there may be some limitations as set out in the following paragraphs.

If Customer uses the Ordered SaaS Service outside the country where that part of the Service is expressly provisioned by 8x8 to be used (the “**Service Location**”) Customer will not be able to call the Emergency Numbers in such Service Location, or such calls may be routed to an incorrect answering point.

If there is a Service outage for any reason (such as electrical outages and broadband service outages) the outage may prevent access to Emergency Number dialling.

Customer must register with 8x8 its primary physical location where the Ordered SaaS Service will be used, and update 8x8 with any changes. If Customer does not update 8x8 with changes to the location of where the Ordered SaaS Service is being provided, it may or may not be possible for emergency operators and authorities



to identify the location and phone number when an Emergency Number is dialled. Extension information may not be provided to emergency services, only location information of the primary location.

If an Emergency Number is dialled, Customer or its Agent will need to state the 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 the call to a local emergency services department such as police, fire brigade, rescue, coastguard, etc.

Emergency operators and authorities may or may not be able to identify the phone number in order to call the caller back if the call is unable to be completed, is dropped or disconnected, or if the caller is unable to speak to tell them the phone number and/or if the Ordered SaaS Service is not operational for any reason. Emergency operators and authorities may also not be able to hold the line open in the event the caller hangs up.

Customer agrees to inform Agents and other users of the Ordered SaaS Service of the above limitations and understands and accepts that its Agents and other users should always have an alternative means of accessing emergency services than through the Ordered SaaS Service.

For clarity, the Virtual Contact Centre 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.

NUMBER USAGE AND PORTING.

8x8 shall support number portability under applicable law. Customer understands that number portability may be unavailable with the Ordered SaaS Service in certain circumstances (such as no porting agreement between carriers). As such, Customer may not be able to keep its telephone numbers. Where number portability is available with the Ordered SaaS Service, 8x8 will take reasonable steps to ensure that the transfer and subsequent 8x8 activation is completed within one business day (or otherwise in accordance with applicable law), provided all necessary activation processes and validations have been completed, the network connection is ready for use and the donor provider has received a request to activate the transfer and agreed a transfer date (the "**Porting Activation Requirements**").

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 following completion of all the Porting Activation Requirements. Following completion of the Porting Activation Requirements, 8x8 will send a notification informing of the date when the number will be transferred. If following notification there is a subsequent delay in the Porting Activation Requirements, 8x8 will notify of the new date when the number will be transferred (and the one business day will commence from the new date).

If the number transfer has not completed within one business day after the confirmed transfer date, Customer is 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 Customer may have against 8x8 in respect of the delay. Compensation is calculated by multiplying your monthly Service Fee for the Ordered SaaS Service 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 Customer's next invoice.

HANDLING COMPLAINTS (Customer can request this information to be sent in large format or Braille).

How to make a complaint: 8x8 Customer Services Department handles all day-to-day service changes, fault repairs and billing queries. If Customer has an issue that falls outside of the above, or if Customer has already attempted contact but does not feel it has received an appropriate level of support, Customer may make a complaint. Customer should set out clearly the nature of the complaint and any relevant history, including ticket references where appropriate, by: (a) writing to our head office at: Oxford House, Bell Business Park,



Aylesbury, Buckinghamshire HP19 8JR – Attention: Customer Support, (b) calling +44 (0)02070966060 and, or (c) emailing to uk-support@8x8.com.

What to expect: our policy is to provide an initial response to complaints from the appropriate manager within one business day of receipt. Thereafter, the manager involved will be in contact on a regular basis as agreed. 8x8 aims to resolve all complaints to the satisfaction of our customers within two weeks.

How to escalate a complaint: Customer can escalate the complaint to a senior manager in the event it is not satisfied with handling of the complaint. The methods for doing this are as for the initial complaint: in writing, by phone or by email stating that the complaint should be escalated to senior management level.

Alternative Dispute Resolution Scheme: 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. The contact details of ombudsman service schemes for certain countries are set out below:

Ombudsman Service Scheme in the UK†	See http://sims.8x8.com/Documents/711664_3_8x8_UK_Complaints_Procedure_-_2016.pdf
RTR Dispute process in Austria*	Austrian Customer disputes, including any billing disputes may follow the ADR process with the RTR pursuant to § 122 of the Austrian Telecommunications Act 2003. See: https://www.rtr.at/en/tk/Konsumenten_Service/Information_on_the_conciliation_procedure_EN.pdf
Ombudsman Service Scheme in Belgium†	See www.ombudsmantelecom.be ; also: <i>The Office of the Ombudsman for telecommunications</i> Boulevard Roi Albert II 8 boîte 3, 1000 Brussels, Belgium Telephone: 02 223 09 09; Fax: 02 219 86 59 plaintes@mediateurtelecom.be ; klachten@ombudsmantelecom.be
Dispute Service Scheme in Germany	See https://www.bundesnetzagentur.de/DE/Sachgebiete/Telekommunikation/Verbraucher/Streitbeilegung/streitbeilegung-node.html
National Regulatory Authority in Ireland*	Commission for Communications Regulation (CommReg) 1 Dockland Central, Guild Street, Dublin 1, D01 E4X0
Regional Committee for Telecommunications in Italy*	Disputes 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).
CommReg Dispute Service Scheme in Ireland	See https://www.comreg.ie/queries-complaints/phone/
National Regulatory Authority 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
National Regulatory Authority in Poland*	The President of the Office of Electronic Communications (Urząd Komunikacji Elektronicznej) 18/20 Kasprzaka Street, 01-211 Warsaw, Poland Telephone: +48 22 53 49 156; Fax: +48 22 53 49 155 E-mail: uke@uke.gov.pl ; Online: https://www.uke.gov.pl/kontakt/
National Regulatory Authority in Sweden*	The Swedish Post and Telecom Authority (PTS) Box 5398, SE-102 49 Stockholm, Sweden E-mail: pts@pts.se Telephone: +46 8 678 55 00; Telefax: +46 8 678 55 05

*For Ordered SaaS Services that are telecommunications services.



†To the extent that an ombudsman service scheme applies, the independent and impartial ombudsman will consider both sides of the complaint and resolve the dispute; in such cases, 8x8 will be bound by that decision, but Customer may reject it and pursue other avenues

MISCELLANEOUS.

Customer Support Services & Quality and Service Guarantees: The relevant Support Plan describes the support provided to the Customer (please see the Terms or contact customer support on uk-support@8x8.com for more details).

Procedures to avoid filling/overflowing a network: 8x8 engages in capacity planning and its Services are designed to tolerate reasonable failures but this 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.

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 Ordered SaaS 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.

Contract Duration for Small Business Users: notwithstanding the anything contrary in the Terms, should Customer 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, the Agreement shall continue on a rolling 30-day basis (whereby the relevant Month-To-Month Services Fees will be applied, and can be terminated pursuant to the Terms).

ANNEX 2 - SUPPLEMENTAL TERMS FOR SERVICES PROVIDED TO CUSTOMER LOCATIONS IN AUSTRIA [PENDING CONFIRMATION FROM RTR]

Invoices: Austrian Customers shall be entitled to receive paper invoices, free of charge.

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

Contract Duration: a Belgian Customer who uses the Services at Customer Locations in Belgium and is a business or company that holds five or less telephone numbers (excluding numbers for M2M services) following the expiry of the Initial Term, the Agreement shall continue on a rolling 30-day basis (whereby the relevant Month-To-Month Services fees will be applied and shall be terminated pursuant to the Terms).

Termination rights: a Belgian Customer that holds 5 or less telephone numbers in Belgium is entitled to terminate the 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 Effective Date.

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

Resolution of complaints: written decisions from 8x8 relating to any recorded usage or payment complaint raised by a Danish Customer shall be provided no later than three months after the date on which such complaint was made by the Customer.

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

Termination: termination by 8x8 as a result of a Solvency Event will not be applicable to any Finnish Customer receiving Services in Finland.

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



Termination: termination by 8x8 as a result of a Solvency Event will not be applicable to any French Customer receiving Services in France.

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

Blocking outgoing calls to specific numbers/Premium services: Customer shall be entitled, free of charge, to request 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. Customer shall also 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.

Liability cap: In accordance with the German Telecommunications Act ("TKG"), 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 the liability provisions within the Terms, in accordance with § 44a of the TKG the maximum liability concerning financial loss of 8x8 and its Affiliates under the Agreement, or arising out of the Ordered SaaS 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 a uniform incident and exists towards several customers. Cuts are made in accordance with § 44a sentence 3 TKG. The liability caps as set out in this paragraph 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.

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

Service performance: 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.

Customer identity: 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 relevant identity documents (and of other users of the SaaS Services or other third parties allowed to use the SaaS Services).

Public Authority request: 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.

Number Porting: 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. Customer expressly agrees not to use, or let other users of the Ordered SaaS Services 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.



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

Terms. Customer may request an electronic or paper copy of the Terms.

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

Rights of Spanish Customers: Spanish Customers who receive Ordered SaaS 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. Customer may request an electronic or paper copy of the Terms

Payment methods: Spanish Customers who receive Ordered SaaS 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.

Termination: termination by 8x8 as a result of a Solvency Event will not be applicable to any Spanish Customer receiving Services in Spain.