

## Avaya Cloud Numbering Policy, v. 1.2

Date of Last Revision: February, 2021

**Introduction:** To obtain new telephone numbers or porting of any existing telephone numbers for use with Avaya provided Services, You agree to the requirements of this numbering policy ("**Numbering Policy**"). This Numbering Policy forms part of, and is governed by the customer agreement and/or Avaya Cloud Terms of Service ("**Agreement**"), as applicable between Avaya Cloud Inc., Avaya Cloud Canada Inc., Avaya International Sales Ltd. or the applicable Avaya Cloud affiliate ("**Avaya**") and our customers ("**Customer(s)**," **You**" or **Your**"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the underlying Agreement.

### 1. Toll-Free Numbers

**1.1** Avaya and/or its partners may serve as the Responsible Organization ("**Resp Org**") for toll-free telephone numbers ("**TFNs**") for toll free service ("**TFS**"). Customer may be assigned a TFN by Avaya, and may request that a specific number sequence be used if it is available. Customer may also retain an existing TFN used by Customer and have it be transferred to Avaya. Prior to termination of Customer's account for any reason, Customer may request to transfer its TFN to another carrier or Resp Org. If Customer fails to transfer its TFN(s) to another carrier or Resp Org prior to terminating the account, then following the termination of Customer's account, Customer's TFN will remain under the control of Avaya to the extent permitted by applicable local regulations. In the United States and Canada, it is Customer's responsibility to have the TFN transferred to another carrier or Resp Org prior to canceling the account.

**1.2** The transfer of TFNs to another carrier or Resp Org is subject to applicable guidelines, including but not limited to, (a) the Federal Communications Commission's TFN portability policies and rules, (b) the SMS/800 tariff and (c) the Industry Guidelines for Toll-free Number Administration, as either of the foregoing may be replaced or modified from time to time, and Avaya's policies and procedures for TFN/traffic transfers in effect at the time of the requested transfer. Any toll-free phone number ported in or out by the Customer may incur a porting charge, though some or all of this charge may be waived at the sole discretion of Avaya.

**1.3** TFN(s) ported in by the Customer for use with the Service remain available for use by the Customer and may be ported to another carrier or Resp Org of the Customer's choosing as long as the Service remains active for the duration of the porting process. To the extent permitted by applicable local regulations, if the Customer cancels one or more ported-in TFN from Customer's Service or terminates the Service in whole prior to porting TFNs away, any canceled TFNs may not be available to port away as they may be released to the SMS/800 pool of spare TFNs or re-assigned to new Avaya customers. It is the Customer's responsibility to complete, prior to cancellation (to the extent permitted by applicable local regulations), the porting away of any ported-in TFNs the Customer wishes to retain for use by the Customer.

**1.4** TFS may be used only as a toll-free inbound-only service and does not provide any outbound calling, emergency access service or any operator services. Customer will not use (or reconfigure to support such use) either TFS or any TFN obtained from Avaya in connection with TFS for any outbound calls placed by Customer or Customer's end users, or any improper calls. In addition to any rights or remedies that may be available pursuant to the General Terms, the Supplemental Terms and/or the AUP, Avaya may immediately take any action to prevent improper calls, including, without limitation, denying TFS to particular numbers or terminating any TFS. If Customer uses or reconfigures TFS to place outbound calls, Customer will pay Avaya for any such calls at Avaya's then-current applicable rates. CUSTOMER WILL INDEMNIFY AND HOLD HARMLESS AVAYA, ITS OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO CUSTOMER'S USE (AND/OR THE USE BY ANY CUSTOMER OF CUSTOMER) OF TFS IN VIOLATION OF THESE TERMS AND CONDITIONS.

### 2. DID NUMBERS

Avaya will make available to Customer a list of DID/telephone numbers from which Customer may choose their DID/telephone numbers. Customer will not be the owner of any DID/telephone number (including fax numbers) assigned to Customer by Avaya, and Customer will not transfer or attempt to transfer its number(s) to anyone else (except as provided in Section 3.2 below with respect to Porting Out). To the extent permitted by applicable local regulations, Customer will surrender all rights to the DID/telephone numbers and fax numbers upon termination of Customer's Service if they have not been ported out in accordance with Section 3.2 below prior to such termination, and the numbers assigned to Customer may be reassigned upon

termination of Customer's Service. Avaya will not be liable for any damages arising out of such reassignment. Any DID/telephone number ported in or out by the Customer may incur a porting charge, though some or all of this charge may be waived at the sole discretion of Avaya.

### **3. LOCAL NUMBER PORTABILITY**

**3.1 Porting In.** Customer may elect to port an existing DID/telephone number to Avaya ("**Port-In**") for use with the Service. In the event Customer elects to Port-In a number, Customer must first select a temporary number from the list of DID/telephone numbers Avaya presents to Customer at the time Customer orders the Service, which will be used until the Port-In is complete. Avaya will support all valid requests and will cooperate with Customer to perform any Port-In in accordance with Customer's reasonable directions and Avaya's operating procedures, in accordance with the applicable regulations on number portability. To the extent permitted by applicable local regulations, Avaya and its providers are not responsible for any delay, rejection, or false processing of Port-In requests to the extent such delay, rejection, or false processing is attributable to Customer, Customer's prior provider, or any third parties.

**3.2 Porting Out.** Customer or a third-party provider acting as agent on behalf of Customer ("**Requesting Party**") may request that Avaya port a number assigned to Customer by Avaya to a third party provider ("**Port-Out**"). Avaya will support all such requests and will promptly cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Avaya's standard operating procedures, in accordance with the applicable regulations on number portability. In the event of any Port-Out and to the extent permitted by applicable local regulations, Customer agrees that until such time as the Port-Out is complete and Customer terminates the Service for such DID/telephone number, Customer shall remain bound by the terms herein related to that DID/telephone number. Once the Port-Out is complete and to the extent permitted by applicable local regulations, Customer must terminate the Service associated with such DID/telephone number in order to stop incurring charges for such DID/ telephone number.

### **4. 711 DIALING**

In the event the user's registered location is not the same as the user's geographic location, 711 calls may not be routed to the correct Telecommunications Relay Service ("**TRS**") center for the user's location.

### **5. SERVICE EXCLUSIONS**

The Service does not include directory listings and operator and directory assistance and do not support 976 or 900 calls. The Service may not support 311, 411, 511, or other X11 calling in all or certain service areas.

**6. Notification of Changes to this Numbering Policy.** Avaya reserves the right to change this Numbering Policy at any time. Any changes to the Numbering Policy will be posted on Avaya's websites, including at <http://support.avaya.com/TermsOfSale> (or such successor site).