

Avaya Cloud Country-Specific Terms v1

Last Updated: January 11, 2021

If the event that You, as the Customer, are purchasing the Services outside the United States, the below Country Specific Additional Terms: (a) are incorporated into the Terms; (b) apply to Your purchase and use of the Services; and (c) override any conflicting terms in the Terms to the extent of any inconsistency:

Country	Terms
Canada	<p>For Customers located in the Province of Quebec, Canada, the parties confirm that these Terms, as well as all other documents relating hereto, including all notices, have been and shall be in English only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise. To the extent that the <i>Civil code of Québec</i> is found to govern any part of these Terms, the Customer hereby waives its rights pursuant to articles 2125, 2126 and 2129 of the <i>Civil code of Québec</i>, and acknowledges that its sole rights and recourses with respect to termination of these Terms are those set forth in these Terms.</p>
United Kingdom	<p>1 The Regulatory Fees section shall be deleted in its entirety from the General Terms:</p> <p>2 The Limitation of Liability Section of the General Terms shall be amended as follows:</p> <p><i>"EXCEPT FOR CLAIMS OF VIOLATION OF AVAYA'S OR ITS SUPPLIERS' OR LICENSORS' INTELLECTUAL PROPERTY RIGHTS, AND/OR TO THE EXTENT OF THE DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS, IN NO EVENT WILL AVAYA AND ITS AFFILIATES AND LICENSORS OR SUPPLIERS, OR CUSTOMER, BE LIABLE, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR OTHERWISE FOR: (A) ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES; (B) LOSS OR CORRUPTION OF DATA; (C) INTERRUPTED OR LOSS OF BUSINESS; (D) TOLL FRAUD; (E) ANY LOSS OF PROFITS, REVENUE, REPUTATION, GOODWILL, OR ANTICIPATED SALES OR SAVINGS, OR (F) COST OF COVER, SUBSTITUTE GOODS, OR PERFORMANCE, EVEN IF AVAYA OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</i></p> <p><i>ALL LIABILITY OF AVAYA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS COLLECTIVELY FOR CLAIMS ARISING OUT OF THESE TERMS, CUSTOMER'S ORDER, OR THE SERVICE SHALL NOT EXCEED THE FEES PAID TO AVAYA FOR THE SERVICE DURING THE TWELVE (12) MONTHS BEFORE THE LAST EVENT THAT GAVE RISE TO THE CLAIM. THE LIMIT IS IN THE AGGREGATE AND NOT PER INCIDENT.</i></p> <p><i>NOTHING IN THESE TERMS (WHICH, FOR THE AVOIDANCE OF DOUBT, INCLUDES SCHEDULE 1 AND SCHEDULE 2) LIMITS OR EXCLUDES LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (B) FRAUD, (C) BREACH OF THE TERMS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979, OR (D) CLAIMS BOUGHT UNDER SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982, OR (E) ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW."</i></p> <p>3 The following shall be added to the General Terms as a new Section:</p>

	<p><i>"This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999."</i></p> <p>4 The EMERGENCY SERVICES, HIPAA, AND PCI DISCLAIMERS Section, of the General Terms shall be deleted and replaced with the following:</p> <p>Emergency Calls (999) and PCI DISCLAIMERS IN ADDITION, CUSTOMER HAS READ, UNDERSTOOD, AND AGREES TO THE FOLLOWING: A. UNLESS OTHERWISE STATED HEREIN OR IN THE SERVICE DESCRIPTION, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SERVICE, AS PROVIDED BY COMPANY, IS NOT CONFIGURED TO SUPPORT OR PROVIDE EMERGENCY CALLS OR COMMUNICATIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO 999 SERVICE. B. UNLESS OTHERWISE STATED HEREIN OR IN THE SERVICE DESCRIPTION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE DOES NOT COMPLY WITH THE REQUIREMENTS OF THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD ALSO REFERED TO AS PCI OR PCI DSS.</p>
Ireland	<p>1 The Regulatory Fees Section from the General Terms shall be amended as follows:</p> <p>Regulatory Fees. Avaya may charge Customer the following regulatory fees:</p> <ul style="list-style-type: none"> ✓ <i>Federal and State Universal Service Fee. Avaya may be required to make contributions to the Federal and certain state Universal Service Funds (USF), which provide support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. Avaya is permitted but not required to recover such costs from its customers. The Federal Communications Commission sets the Federal USF rates on a quarterly basis and they are subject to change each quarter.</i> ✓ <i>Emergency Services Fee. This fee is imposed by local governments to help pay for emergency services such as fire and rescue.</i> ✓ <i>999 Service Fee. Avaya may charge a per-DID/ phone number fee to recover Avaya's costs directly associated with providing 999, 112 and E112 to its customers.</i> ✓ <i>Regulatory Recovery Fee. Avaya may charge a monthly regulatory recovery fee to offset costs incurred by Avaya in complying with obligations imposed by, and inquiries made by, federal, state and municipal regulatory bodies/governments and related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. If assessed by Avaya, the regulatory recovery fee will apply to every DID/ phone number assigned to Customer, including toll free and virtual numbers.</i> ✓ <i>Other Fees. Customer agrees to pay any other fees that may be levied on the Service which are chargeable to customers by any governmental authority.</i> <p><i>In addition to Customer's obligation to pay taxes in accordance with Section 2.6, Customer will be responsible for the payment of all governmental assessments, surcharges and fees pertaining to the use of the Service. Customer will be responsible for all governmental assessments, surcharges and regulatory fees that are imposed on Avaya or any Affiliate of Avaya incident to the provision or sale of the Service, including, but not limited to, any government assessment or regulatory fees imposed on Avaya as a result of a material change in the manner in which the Service or Avaya is regulated.</i></p>

2 The **Digital Millennium Copyright Section** from the General Terms shall be amended as follows:

It is Avaya's policy to respond to notices of alleged copyright or trademark infringement that comply with applicable international Intellectual Property law (including, without limitation, in the United States the Digital Millennium Copyright Act and in Ireland, the Copyright and Related Rights Act 2000 (as amended)) and where appropriate at Avaya's discretion to terminate the accounts or subscription of infringers. If Customer would like to send Avaya an alleged copyright or trademark infringement notice as it pertains to the Service, go to the following link <http://support.avaya.com/AvayaCopyrightAgent> (or such successor site as designated by Avaya) and follow the instructions on how to get in touch with Avaya. If Customer has trouble accessing this link, then Customer may contact Avaya for further information at copyrightagent@avaya.com with the subject line: "DCMA Takedown Request" or by mail to:

Avaya Copyright Agent Notification
350 Mount Kemble Avenue
Room 2C109
Morristown, NJ 07960
Phone: +1-908-953-2044

3 The **EMERGENCY SERVICES, HIPAA, AND PCI DISCLAIMERS** Section from the General Terms shall be amended as follows:

999,112 and E112, HIPAA and PCI DISCLAIMERS

IN ADDITION, CUSTOMER HAS READ, UNDERSTOOD, AND AGREES TO THE FOLLOWING:

A. UNLESS OTHERWISE STATED HEREIN OR IN THE SERVICE DESCRIPTION, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SERVICE, AS PROVIDED BY COMPANY, IS NOT CONFIGURED TO SUPPORT OR PROVIDE EMERGENCY CALLS OR COMMUNICATIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO 999,112 and E112 SERVICE.

B. UNLESS OTHERWISE STATED HEREIN OR IN THE SERVICE DESCRIPTION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE DOES NOT COMPLY WITH THE REQUIREMENTS OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, AS AMENDED, AND ITS IMPLEMENTING REGULATIONS ("HIPAA").

C. UNLESS OTHERWISE STATED HEREIN OR IN THE SERVICE DESCRIPTION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE DOES NOT COMPLY WITH THE REQUIREMENTS OF THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD ALSO REFERED TO AS PCI OR PCI DSS.