

Phonebooth Free Beta

Beta Service Agreement

This Beta Service Agreement (the “Agreement”) is between Bandwidth.com, Inc. (“Bandwidth.com”) and the Customer. The services provided are based on the below terms and conditions and are subject to change without prior notice. This Agreement (as amended from time to time) is available for viewing and download at <http://www.bandwidth.com/content/legal>. Updated versions of the Agreement will take effect immediately upon being posted at the above URL.

1. Service Description. Phonebooth Free is a one-way only Inbound call management service more particularly described at <http://www.phonebooth.com/free>. Phonebooth Free is provided by Bandwidth.com strictly and exclusively for commercial use only by a business entity. Phonebooth Free is not provided or intended for any non-business or non-commercial use, nor for use by individuals or for residential use. **As an Inbound only call service, Phonebooth Free does not allow users to make outbound calls including any emergency calls (including any 911 call).**

2. Beta Service Only. Phonebooth Free provided pursuant to this Agreement is a “Beta Service.” Beta Service is not provided at the level of technical and operational performance, quality or compatibility of a final, generally available product offering. The Beta Service may be deficient and may not operate properly; the use of the Beta Service may entail poor performance, poor quality, protracted outages and/or disruption of service. Bandwidth.com may, in its sole and unfettered discretion, substantially modify the Beta Service at any time or withdraw the Beta Service entirely.

The “Beta Service” provided pursuant to this Agreement is provided "AS IS" and is provided without any representation of quality, fitness for any use or purpose, or warranty of any kind. **The entire risk arising out of the use, operation, or performance of the Beta Service remains with the Customer.**

3. Beta Use Waiver of Liability. Customer understands and agrees that Bandwidth.com and its subsidiaries, parents, affiliates, officers, employees, representatives, successors or assigns shall not be liable for any damages or be subject to relief recognized at law or in equity. Customer therefore waives all rights in law and equity, and agrees not to bring any actions, suits, arbitrations, claims, demands in law or equity, charges, complaints, causes of action, assert any liabilities, rights, judgments, penalties, fines, losses, bonds, bills, expenses and any other responsibilities known under law or equity, whether known or unknown at any time, against Bandwidth.com and/or its subsidiaries, parents, affiliates, officers, employees, representatives, successors or assigns, in connection with or that arise directly or indirectly out of, or which relate in any way to the use, operation, or performance of the Beta Services. The foregoing waiver and agreement by Customer shall be binding even in the event Bandwidth.com has been advised of the possibility of or potential for any such liabilities or damages.

4. Beta Period and Bandwidth.com Rights. The Beta Service will be provided by Bandwidth.com pursuant to this Agreement only until further notice by Bandwidth.com. Bandwidth.com reserves the right to terminate, with or without any notice, for any reason it deems proper in the exercise of its unfettered discretion, the provision of the Beta Service, including but not limited to what Bandwidth.com deems to be prolonged periods of Customer use inactivity.

5. Compliance with Acceptable Use Policy. Phonebooth Free only may be used for lawful, proper and appropriate purposes and may not be used in any way that is illegal, improper or inappropriate, or otherwise fails to conform to the Acceptable Use Policy (as amended from time to time) posted at www.bandwidth.com/content/legal as applicable to a one-way Inbound service. Updated versions of the Acceptable Use Policy will take effect immediately upon being posted at the above URL.

6. Porting Numbers. In the cases where Bandwidth.com supplies Customer with a Phonebooth Free telephone number that Customer subsequently ports out to another service provider, Bandwidth.com, Inc. reserves the right to charge Customer a porting fee of \$25.00 and Customer's Phonebooth Free account will be automatically terminated immediately thereafter.

7. Self-Service Support & Customer Beta Feedback. Bandwidth.com will not provide any live Customer support for the Beta Service. Customer support is limited strictly to the online support located at <http://support.phonebooth.com>. Customer user experience feedback is encouraged and may be provided at <http://feedback.bandwidth.com>. Bandwidth.com alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Phonebooth Free and/or the Beta Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to Phonebooth Free and/or the Beta Service.

8. Use Limitations. Subject to Bandwidth.com's unfettered discretion to modify the terms for the use of the Beta Service, Bandwidth.com presently will offer: (i) one Inbound only phone number with a non-cumulative free (no-charge) monthly cap of 200 Inbound call minutes per Customer account provided at account creation and on the first day of each calendar month thereafter; (ii) where the monthly cap is exceeded, all calls will be routed to the default voicemail box of Customer; (iii) a non-cumulative monthly cap of 50 voicemail transcriptions per Customer account provided at account creation and on the first day of each calendar month thereafter, (iv) maximum of 50 users (extensions) per Customer account; and (v) subject to this Agreement, the option to purchase Additional Inbound Minutes as described in Section 9 below. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to Phonebooth Free and/or the Beta Service or any intellectual property rights owned by Bandwidth.com. The Bandwidth.com name, the Bandwidth.com logo, and the product names associated with the Beta Service are trademarks of Bandwidth.com or third parties, and no right or license is granted to use them.

9. Additional Inbound Minutes.

If Customer elects to purchase Additional Inbound Minutes ("Additional Inbound Minutes" are minutes in excess of the free monthly cap of 200 Inbound call minutes described in this Agreement) they will be subject to the terms set forth below.

- a. Customer may purchase Additional Inbound Minutes for three (3) cents (\$0.03) per minute inclusive of all taxes and fees;
- b. Additional Inbound Minutes will be offered in ten dollar (\$10.00) blocks only, with each \$10.00 block equivalent to 333.33 Inbound minutes;
- c. All Additional Inbound Minutes must be paid for in advance by credit card;
- d. All minutes, including Additional Inbound Minutes are used, and therefore deducted from any balance of available minutes, in full one minute (60 seconds) increments, with any available free minutes used first;
- e. All Additional Inbound Minutes are non-refundable and must be used within twelve (12) months of the purchase date (however in the event Bandwidth.com terminates the Beta Service, all unused Additional Inbound Minutes will be refunded);
- f. Further information about Additional Inbound Minutes can be found in the FAQs posted at <http://www.phonebooth.com/free>; and,
- g. All Additional Inbound Minutes are provided pursuant to the terms and conditions of this Agreement.

10. Indemnity. Customer shall indemnify and hold harmless Bandwidth.com and its subsidiaries, parents, affiliates, officers, employees, representatives, successors or assigns from and against any and all alleged or actual losses, costs, claims, liability of any kind, damages (including to any tangible property or bodily injury to or death of any person), or expense of whatever nature, (including attorneys' fees) to or by any third party, relating to or arising from the use of Phonebooth Free and/or the Beta Service provided to Customer, whether or not Customer has knowledge of or has authorized access for such use. Customer therefore shall indemnify and hold harmless Bandwidth.com and its subsidiaries, parents, affiliates, officers, employees, representatives, successors or assigns

from and against any actual or alleged losses, costs, claims, liability of any kind, damages, or expenses or fees (including reasonable attorneys' fees) on the part of or which may be incurred by Customer or a third-party relating to or arising from Customer's use Phonebooth Free and/or the Beta Service.

Customer's indemnification in this subsection includes any alleged or actual losses or claims in connection with unauthorized access to or use of Phonebooth Free and/or the Beta Service by any third-party regardless if such unauthorized access is unintentional, accidental, intentional or by fraud and regardless of whether Customer had knowledge of such unauthorized access.

11. No Warranties and Customer Assumption of Risk. BANDWIDTH.COM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE PHONEBOOTH FREE AND/OR BETA SERVICE PROVIDED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BANDWIDTH.COM DOES NOT WARRANT THAT THE PHONEBOOTH FREE AND/OR BETA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE PHONEBOOTH FREE AND/OR BETA SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE PHONEBOOTH FREE AND/OR BETA SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. BANDWIDTH.COM EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE PHONEBOOTH FREE AND/OR BETA SERVICE.

CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS OR ITS USERS' USE OF ANY INFORMATION TRANSMITTED VIA THE PHONEBOOTH FREE AND/OR BETA SERVICE.

12. Customer Use Only. The Beta Service provided shall be for Customer's sole and exclusive use only and Customer shall not allow any use by or resale to a third party.

13. No Third Party Beneficiaries. The parties do not intend by the execution, delivery, or performance of this Agreement to confer any benefit, direct or incidental, upon any person or entity not a party to this Agreement.

14. Controlling Law and Jurisdiction. This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of North Carolina without reference to its choice of law principles. In the event any party brings a civil action or initiates judicial proceedings of any kind related to this Agreement (except for actions to enter or collect on judgments), the parties consent to the exclusive personal jurisdiction and venue of the courts in Wake County, North Carolina.

15. Miscellaneous. Customer acknowledges and understands that Customer is to receive the Beta Service detailed in this Agreement, and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. In addition, it is agreed that in construing or applying the terms and conditions, that they shall not be construed against Bandwidth.com, as the drafter of such terms, nor shall the doctrine of contra proferentem or similar rule of construction be applicable in any way.

By clicking the "I Accept" button at any time during the use of, or interaction with, the Service you certify that you are an authorized representative of the Customer, and as such are authorized in that capacity to enter into this Agreement.

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