



bandwidth

Bandwidth.com SIP Origination - Basic Inbound Service Agreement - Terms and Conditions for Service Order Form

This Service Agreement (the “Agreement”) is between Bandwidth.com, Inc. (“Bandwidth.com”) and the Customer. Services provided are based on the Terms and Conditions contained herein and are subject to change with updated versions of this document available for viewing and download on <http://www.bandwidth.com/content/legal>. Updated versions of this document will take effect on the first date of the month following posting of the updated version, with updated versions identified with the month and year they become effective. Customer should therefore check the site regularly for updated versions. Customer accepts said Terms and Conditions, as acknowledged by signature on the relevant Service Order Form (“SOF”), and agrees to be bound by them.

Definitions:

“911 Services” means functionality that allows end users to contact emergency services. 911 Services include Enhanced 911 Service, which have the ability to route an emergency call to the Public Safety Answering Point (“PSAP) assigned to the primary Subscriber address and provide the Subscriber’s address and DID/DOD information.

“DID/DOD” means a telephone number assigned by Bandwidth.com to Customer for use by a Subscriber with SIP Origination – Enhanced Local service.

“RFC” means Request for Comments

“IP” means Internet Protocol.

“LNP” means local number portability.

“PSTN” means public switched telephone network.

“Rate Center” means a geographic area (determined by the applicable ILEC) within an LCA or Market that is associated with one or more specific NPA/NXX codes. A list of available Rate Centers is available upon request.

“Reseller” is a customer of Customer to whom Customer sells Bandwidth.com SIP Origination – Enhanced Local services for resale to Subscribers or other resellers (which further resellers are also “Resellers” hereunder).

“TN” means a telephone number assigned by Bandwidth.com to Customer (or that Customer ports to Bandwidth.com) and used by Customer in connection with Bandwidth.com’s SIP Origination for Basic Inbound service.

“VoIP” means Voice over IP.

1. Services Provided. Provided that Customer is not in default of its obligations stated herein, Bandwidth.com shall provide Customer with the Service ordered in the Bandwidth.com Service Order Form, which Service Order Form is incorporated herein by reference, for the Service Term, the Service Term being defined in Section 10. If Customer has purchased or leased Equipment from Bandwidth.com or its certified third party leasing company then the Customer must install Equipment in accordance with instructions provided by Bandwidth.com (or its third party vendor). In addition Bandwidth.com Equipment must be used solely for the purpose of Service utilization. Customer is solely responsible to obtain, use and operate any equipment not provided by Bandwidth.com that may be used in association with the Service.

2. Service Description. Bandwidth.com’s SIP Origination - Basic Inbound service is an IP termination service for PSTN originated calls available in Bandwidth.com’s select Rate Centers using DIDs provided by or ported to Bandwidth.com. Bandwidth.com’s SIP Origination – Basic Inbound service is intended for use as inbound-only service.

3. Service Limitations. Bandwidth.com’s SIP Origination - Basic Inbound does not provide any outbound calling, 911 services, 411 or any operator or directory services. Bandwidth.com SIP Origination - Basic Inbound also does not include either inbound caller name or caller location or white page listings. All special configurations are subject to Bandwidth.com’s approval and Bandwidth.com reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. Any traffic deemed to jeopardize the integrity of Bandwidth.com’s network may be blocked by Bandwidth.com.

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4. Customer Responsibilities. Customer shall, at its sole cost, be responsible: (i) for providing all equipment (including SIP proxy servers), software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer VoIP application and the Customer network to operate with the Bandwidth.com SIP Origination – Basic Inbound service and for providing and ensuring the successful installation of all equipment and software necessary for Subscribers to use services sold to it by Customer; (ii) to obtain and provide to Bandwidth.com, prior to installation of the particular SIP Origination – Basic Inbound service, the IP address(es) for the SIP proxy server, the Customer VoIP Application and/or any other applicable hardware/software solution; (iii) for all Subscriber Tier 1 support and (iv) for all Class 5 features, such as dial tone, call waiting and call forwarding functionality. Customer may pass such obligations on to Resellers, but all information required to support SIP Origination – Basic Inbound service shall be supplied to Bandwidth.com by Customer. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR RESELLERS TO COMPLY WITH THIS SECTION.

5. Service Availability. The Service is available throughout the Service Term, except in the case of scheduled maintenance of the Bandwidth.com network and/or its underlying carrier's network. Bandwidth.com will use commercially reasonable efforts to provide prior notification via electronic mail ("email") to Customer regarding any scheduled maintenance of Service. Bandwidth.com may interrupt its provision of Service for unscheduled emergency maintenance without notice to Customer or Customer's customers.

6. TN Quantities. Bandwidth.com will exercise commercially reasonable efforts to gain access to requested TN quantities, but Bandwidth.com does not guarantee TN availability. Bandwidth.com may, upon 10 days prior written notice, reclaim any TNs that have not been used to pass traffic within the immediately preceding 120 day period.

7. Interop Testing. If Customer has the Service, as shown on the Service Order Form, Bandwidth.com will provide the Customer with local connectivity to the appropriate public switched telephone network ("PSTN") and will deliver voice traffic to the Customer via an internet protocol version based on Session Initiation Protocol ("SIP") signaling. Prior to the provisioning of Service, Customer must successfully complete interoperability ("Interop") testing with Bandwidth.com. Should the interop process yield compliance requirements the Customer does not wish to or cannot meet, this Agreement may be terminated without penalty to the Customer.

8. Porting Numbers. Bandwidth.com will require a completed and signed *Letter of Authorization* ("LOA") for any numbers or toll free numbers the customer wishes to port. Applicable LOAs are attached hereto. In addition, Bandwidth.com will require a recent, applicable copy of the Customer's current phone bill which contains the Customer's *Billing Telephone Number* ("BTN") as well as a record of any numbers that need to be ported. Necessary LOA(s) and Bill Copy(s) must be received by Bandwidth.com before Bandwidth.com initiates the port request.

9. Additional Charges.

Disconnect Charges: For any request to disconnect or port out a Bandwidth.com assigned TN, a non-recurring charge of \$5 per TN will be charged.

LNP Charges: For cancelled LNP request more than 48 hours before FOC, a non-recurring charge of \$6 per TN will be charged. For cancelled LNP requests within 48 hours of FOC, a non-recurring charge of \$75 per TN will be charged. For any request to reinstate, within 24 hours, a newly ported phone number to the original carrier, a non-recurring charge of \$300 per number will be assessed.

Payphone-related charges: All rates provided for SIP Origination – Basic Inbound are net of any applicable origination charges by third party payphone providers. Bandwidth.com will pass these surcharges through to Customer and Customer shall be responsible for payment of all such surcharges.

Call Duration Thresholds: All per minute rates (Interstate LD, Intrastate LD, Local if applicable, 800 Domestic) assume at least 95% of calls terminating will be of a call duration of no less than six (6) seconds in length. If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle then Bandwidth.com reserves the right to charge, and Customer shall pay, a \$0.03 charge per short duration call. This charge will be in addition to Customer's current rates.

10. Service Term. The initial Service Term for the Bandwidth.com Service provided to Customer shall be at least one (1) year and up to three (3) years from the Service Commencement Date depending on the Service Term selected on said Service Order Form. After such initial term, Service shall continue to be provided on a month-to-month basis, unless terminated in writing by Bandwidth.com or by Customer via email pursuant to the Master Service Agreement. The initial Service Term plus the continuation of Service as provided in this Section 10 are referred to collectively as the "Service Term." (The Agreement Term is coterminous with the Service Term.)

11. Billing Increments. Billing increments are set forth below.

Originating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	6	6
Alaska, HI and all others	30	6

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12. Additional NRC (if applicable). In addition to the standard NRC listed above, the following NRC, if applicable, will apply:

- Service Reinstatement Fee: \$200.00 plus any charges imposed by underlying carrier(s)
- Rejected Credit Card/Unpaid Check: \$40.00 (or legal limit)
- Cancellation of Service prior to installation: \$250.00

13. Limitation of Liability. Bandwidth.com’s SIP Origination – Basic Inbound service is intended for use as inbound-only service. Unless and to the extent that Customer has combined this services with another service (whether provided by Bandwidth.com or other service provider) for the purpose of enabling certain outbound calling capabilities, (i) Customer agrees to advise in writing all end users obtaining Service by or through Customer that Bandwidth.com SIP Origination – Basic Inbound service does not include outbound calling services and does not support 911 functionality, and (ii) Bandwidth.com shall charge Customer for such outbound calling at Bandwidth.com’s then prevailing rates for SIP Termination. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM, ITS OFFICERS, EMPLOYEES, AGENT AND AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO THE USER OF ANY BANDWIDTH.COM SIP ORIGINATION – BASIC INBOUND SERVICE FOR OUTBOUND CALLING. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR RESELLERS TO COMPLY WITH THIS SECTION.

14. RFC 3261 Compliance. This service is based on RFC 3261 – “SIP-Session Initiation Protocol” and requires Customer to conform to this standard. In the event Bandwidth.com determines that Customer is in violation of RFC 3261 and this violation prevents Bandwidth.com from accurately rating or billing Customer’s calls, Bandwidth.com reserves the right to bill the customer based on their estimated usage and rates, based on Bandwidth.com’s discretion.

15. Acceptable Use Policy. All use of Service must comply with Bandwidth.com’s Acceptable Use Policy (“AUP”), which is posted at www.bandwidth.com, and is incorporated herein by reference. By accepting Bandwidth.com Service, Customer agrees to comply with this AUP and any subsequent modifications thereto. Bandwidth.com reserves the right to modify this AUP from time to time, effective upon posting the AUP as modified at the URL shown above. Violation of the AUP shall be considered a material breach of this Agreement pursuant to the Master Service Agreement.