



bandwidth

## **Bandwidth.com SIP Toll Free**

### **Service Agreement - Terms and Conditions for Service Order Form**

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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 the Subscriber’s address and DID/DOD information.

“NADP” means the North American Dialing (or Numbering) Plan.

“LNP” means local number portability.

“PSTN” means public switched telephone network.

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

“Responsible Organization” means the party hereto that is responsible for managing and administering the account records in the Toll-free Service Management System Database.

“RFC” means Request for Comment

“Toll Free Number” or “TFN” means a telephone number that supports NADP and is assigned by Bandwidth.com to Customer that Customer ports to Bandwidth.com for use with the Bandwidth.com SIP Toll-Free 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 Toll Free service is an IP termination service for PSTN originated calls to terminate to Bandwidth.com provided Toll Free Numbers. Bandwidth.com is the Responsible Organization for TFNs for this service.

**3. Service Limitations.** Bandwidth.com’s SIP Toll-Free service is intended to be used as a toll-free inbound-only service and does not provide any outbound calling, 911 services, 411 or any operator services. Customer is strictly prohibited from using (or reconfiguring to support such use) either Bandwidth.com SIP Toll Free service or any TFN obtained through purchase of the Service in connection with any outbound calls placed by Customer or Customer’s end users, or any call types that would result in Bandwidth.com incurring originating access charges, local exchange carrier “DIP” fees or other call types that may be subject to a reverse billing process, 911 or other emergency service calls and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like (collectively, “Improper Calls”). Improper Calls also include mass calling events, excessive non-completed and invalid calls and failed calls due to inadequate Customer capacity. Bandwidth.com may take immediate action to prevent Improper Calls from taking place, including without limitation, denying any Bandwidth.com SIP Toll Free service to particular ANIs or terminating any Bandwidth.com SIP Toll Free services. Any traffic deemed to jeopardize the integrity of Bandwidth.com’s network may be blocked by Bandwidth.com. Additionally, to the extent that Customer uses or configures the Service to place outbound calls, Bandwidth.com shall charge Customer for any such outbound calls at Bandwidth.com’s current rates for Bandwidth.com SIP Termination service. All special configurations are subject to Bandwidth.com’s approval and Bandwidth.com

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reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM, ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO CUSTOMER'S USE OF BANDWIDTH SIP TOLL FREE SERVICE IN VIOLATION OF THIS SECTION. 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.

**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 Toll Free 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 Toll Free 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 Toll Free 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. Regulatory Matters.** In the event any calls placed to Customer via Bandwidth.com SIP Toll Free service contain a privacy indicator imposed by the originating telephone subscriber, Bandwidth.com will provide call detail information to Customer, notwithstanding the privacy indication, provided that Customer agrees (buy its execution of this Agreement) as follows:

- (A) Customer will use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction;
- (B) Customer is prohibited from reusing or selling the TFN or billing information without first notifying the originating telephone subscriber and obtaining affirmative written consent of such subscriber for such reuse or sale; and
- (C) Except as permitted in (A) or (B) above, Customer is prohibited from using any information derived from ANI, Called Party Number ("CPN") or the charge number service for any purpose other than (i) performing services or transactions that are the subject of the originating subscriber's telephone number, (ii) ensuring network performance, security and the effectiveness of call delivery; (iii) compiling, using and disclosing aggregate information, and (iv) complying with applicable law or legal process.

**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.

**8. Porting Numbers.** Bandwidth.com will require a completed and signed *Letter of Authorization* ("LOA") for any 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 and Rate Changes

(A) **Rate Changes:** Rates and billing increments for Alaska, Hawaii, Puerto Rico, US Virgin Islands, Guam, Saipan or any other location outside of the continental United States are subject to change upon 5 days' notice by Bandwidth.com to Customer. Rate changes will be provided and shall be deemed received and accepted when posted by Bandwidth.com to [www.bandwidth.com/content/legal](http://www.bandwidth.com/content/legal)

(B) **Offshore Rates:**

Originating Location:	Per Minute Rate:
Alaska	\$.45
Canada	\$.06
CNMI	\$.30
Guam	\$.15
Hawaii	\$.075

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Puerto Rico	\$ .15
USVI	\$ .10

**(C) National Toll Free Directory:**

National Toll Free Directory Assistance Install Free (Non Recurring Charge): \$15.00 per TFN

National Toll Free Directory Change Fee (Non Recurring Charge): \$14.00 per TFN

National Toll Free Directory (Monthly Recurring Charge): \$14.00 per TFN

**(D) Customer Initiated Expedites.** Customer initiated expedite fee to add a Toll Free Number: \$45 per TFN

**(E) Payphone-related surcharges.** All rates provided for Bandwidth.com SIP Toll Free service 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. Surcharges are currently \$.60 per call but are subject to change.

**(F) RBOC / Wireless Thresholds for Flat Rate Charges.** All flat-rate per-minute rates assume at least 75% of calls originate from either an RBOC or Wireless PSTN provider. If this threshold is not met, Bandwidth.com reserves the right to charge up to an additional \$.06 per minute on the number of minutes needed to meet this threshold.

**(G) 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.

**(H) Call Rating.** Bandwidth.com will determine the terminating carrier by evaluating the Terminating ANI down to the NPA-NXX-X level.

**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)
48 contiguous United States, Alaska, Hawaii, Puerto Rico, US Virgin Islands, Guam and Saipan	6	6
International Toll Free (except Mexico)	30	6
Mexico	60	60

**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 SIP Toll-Free service only provides inbound toll free service. It does not provide any other inbound or outbound calling capability or 911 services. Customer agrees to advise (in writing) all end-users of this service that it does not include inbound calling or 911 service. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM, ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO THE USE OF ANY BANDWIDTH.COM SIP TOLL FREE SERVICE FOR OUTBOUND CALLING OR 911 SERVICES. 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 immediately blocked by Bandwidth.com. 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](http://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.