



Bandwidth.com Wholesale Voice Origination Service Agreement – **Terms & Conditions**

These Service Agreement Terms and Conditions are part of, and supplemental to, the Agreement (the “Agreement”) between Bandwidth.com, Inc., (“Bandwidth.com”) and the Customer; and are in accordance with and pursuant to, the terms and conditions of the Master Service Agreement (“MSA”) (including any related Service Order Forms (SOFs), Exhibits, Attachments, Schedules, other applicable Addenda, and applicable online Terms & Conditions posted by Bandwidth.com on its internet website at www.bandwidth.com/content/legal, all of which are fully incorporated by reference within the Agreement) between Bandwidth.com and Customer. Capitalized terms not defined herein shall have the definitions ascribed to them in the MSA or Wholesale Voice Origination Addendum in effect between Customer and Bandwidth.com.

1. Service Description. These Terms and Conditions apply to Bandwidth.com Wholesale Voice Origination (“Wholesale Voice Origination”) service which provides the origination of voice traffic from the PSTN or an on-net IP enabled endpoint to the Customer’s premise via the Session Initiation Protocol (SIP). BANDWIDTH.COM WHOLESALE VOICE ORIGINATION IS AN INBOUND CALL ORIGINATION SERVICE ONLY.

2. Acceptance of Terms and Conditions for Service Provided. Bandwidth.com shall provide Customer with Wholesale Voice Origination service ordered on a Bandwidth.com Service Order Form (SOF) according to the terms of the Agreement, and as specified in the applicable MSA, Addendum and Exhibits, and other Attachments, specific to the Customer and the Service(s), and all of which are incorporated herein by reference. All Service(s) will be provided in accordance with applicable Tariffs, Exhibits, Rate Sheets, Price Sheets, Rate Schedules, or Price Lists (collectively “Rates”) for the jurisdictions in which Service(s) are provided, in accordance with the applicable provisions of the Agreement and other applicable documents incorporated into the Agreement by reference. In the event no Price Lists are attached or Customer utilizes Bandwidth.com Service(s) without first submitting a Service Order Form as required under the terms of the MSA, Provider’s standard rates will apply, as posted at www.bandwidth.com/content/legal and incorporated herein by reference (“Rates”).

3. Bandwidth.com Right to Modify Terms and Conditions. These Terms and Conditions are subject to all applicable Terms and Conditions and business practices of Bandwidth.com and may be modified or changed at any time upon notice, which may be provided by posting at www.bandwidth.com/content/legal, or by notice to Customer as specified in the MSA. If the change in Terms and Conditions and business practices is materially adverse to Customer, as deemed solely by and with the unfettered discretion by Bandwidth.com, Customer may terminate the Wholesale Voice Termination service under these Terms and Conditions within thirty (30) days after receipt of such notice or date of posting by providing thirty (30) days written notice of termination to Bandwidth.com. If Bandwidth.com does not receive such written notice within the thirty (30) day period, Customer shall be deemed to have accepted such changes or modifications.

4. Customer Responsibilities. In addition to any Customer responsibilities set forth under the Agreement in the MSA or Addendum, or any other documents incorporated herein by reference, Customer shall, at its sole cost and liability, be responsible: (i) for providing all equipment (including proxy servers), software, facilities and IP connectivity (including connectivity to End Users) necessary for the Customer application and the Customer network to operate with Bandwidth.com Wholesale Voice Termination

service, and for providing and ensuring the successful installation of all equipment and software necessary for End Users to use services sold to it by Customer; (ii) to obtain and provide to Bandwidth.com, prior to installation of the particular Wholesale Voice Origination service, the IP address(es) for the proxy server, the Customer application and/or any other applicable hardware/software solution; (iii) for all End User 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 End User, but all information required to support Wholesale Voice Origination service shall be solely between Bandwidth.com and Customer. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR END USERS TO COMPLY WITH THIS SECTION.

5. Charges and Rates. Charges and Rates for Bandwidth.com Wholesale Voice Origination service shall be as agreed upon with the Customer under this Agreement and according to the Service Order Form for Wholesale Voice Origination, and including all applicable charges set forth in these Terms and Conditions. Rates provided to Customer do not include applicable regulatory, federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against Bandwidth.com, all of which shall be payable by Customer, except in the case of exemption as provided for under the terms of the MSA.

6. Additional Charges.

Disconnect Charges: For any request to disconnect 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 (sometimes referred to as “snap-back”), a non-recurring charge of \$500 per number will be assessed.

Payphone-related charges: All rates provided for Wholesale Voice Origination are net of any applicable origination charges by third party payphone providers. In the event the Customer receives any inbound calls originating from a Payphone, these calls will be subject to a charge per call based on regulated FCC Payphone Compensation rules. Bandwidth.com will pass these regulatory surcharges (approximately \$0.55 per call but subject to change) through to Customer and Customer shall be responsible for payment of all such surcharges.

Billing Increments. Billing increments are set forth below:

Originating Destination	Initial Billing Increment (Seconds)	Initial Billing Increment (Seconds)
US Domestic	6	6

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/NSF/declined ACH: \$40.00 (or legal limit); Cancellation of Service prior to installation: \$250.00.

7. RFC 3261 Compliance. This service is based on RFC 3261 – “SIP-Session Initiation Protocol” and requires Customer to conform to this standard.