



bandwidth

Bandwidth.com Wholesale Voice Termination Service Agreement - **Terms and 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.

- 1. Service Description.** These Terms and Conditions apply to Bandwidth.com Wholesale Voice Termination (“Wholesale Voice Termination”) service which provides the termination of IP voice traffic from the Customer’s premise to the PSTN or an on-net IP enabled endpoint. BANDWIDTH.COM WHOLESALE VOICE TERMINATION IS AN OUTBOUND CALL TERMINATION SERVICE ONLY AND DOES NOT INCLUDE E911/911.
- 2. Acceptance of Terms and Conditions for Service Provided.** Bandwidth.com shall provide Customer with Wholesale Voice Termination service ordered on a Bandwidth.com Service Order Form 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 within 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 this 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

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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 Termination 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 Termination service shall be solely between Bandwidth.com and Customer. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS [BANDWIDTH.COM](http://www.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 for Service. Under the Agreement, Customer shall be charged according to the Rates set forth in the Service Order Form, and according to the Bandwidth.com Wholesale Voice Termination service Addendum and any incorporated Exhibit(s).

a. Bandwidth.com Wholesale Voice Termination service is primarily a Usage based service and Usage charges are based upon the following:

- 1. Call Rating:** Bandwidth.com Wholesale Voice Termination only provides Interstate, Intrastate, and if contracted, International call termination. No outbound local calling or inbound calling service is provided. The distinction and jurisdiction of Interstate versus Intrastate versus International termination will be determined based on either; (i) the Originating Automatic Number Identification (ANI), or (ii) the Location Routing Number (LRN), in conjunction with the terminating ANI provided in the Call Signaling. If Bandwidth.com cannot accurately rate a call due to an invalid or omitted Originating ANI, and its rating jurisdiction is not International, Bandwidth.com will default to rating the call at the prevailing Intrastate Termination Rate. Bandwidth.com will determine the terminating ANI carrier by evaluating the Terminating ANI down to the NPA-NXX-X level.
- 2. Interstate Termination Rates:** All Interstate Termination under the Agreement will be billed according to the Rates set forth on the SOF. Rates may be provided on a NPA-NXX-X or LATA/OCN basis, however, for billing purposes all calls will be rated and billed based upon NPA-NXX-X Rate Type. Unless otherwise agreed on the SOF, all Interstate Rates provided are subject to change upon fourteen (14) days notice by Bandwidth.com to Customer. Bandwidth.com does not guarantee call delivery and may block specific routes at any time.
- 3. Intrastate Termination Rates:** All Intrastate Termination under the Agreement will be billed according to the Rates set forth on the SOF. Rates may be provided on a NPA-NXX-X or LATA/OCN basis, however, for billing purposes all calls will be rated and billed based upon NPA-NXX-X Rate Type. Unless otherwise agreed on the SOF, all Intrastate Rates provided are subject to change upon fourteen (14) days notice by Bandwidth.com to Customer. Bandwidth.com does not guarantee call delivery and may block specific routes at any time.
- 4. International Rates:** In the event Customer has executed an International Voice Termination agreement, rates shall be as set forth in any such Agreement. In the event Customer terminates a call to an International Call Termination destination, and has not executed an International Voice Termination agreement, and/or has not been provided with Customer specific International Rates, then Bandwidth.com default International Rates shall apply as posted at www.bandwidth.com/content/legal. Unless otherwise agreed on the SOF, all International Rates provided are subject to change upon seven (7) days notice by

Bandwidth.com to Customer. Bandwidth.com does not guarantee call delivery and may block specific routes at any time.

5. **Billing Increments.** Rates quoted are based on per minute of the duration of each call. Billing increments may be a subunit of minutes and are set forth below.

Terminating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	6	6
International (excluding Mexico)	30	6
Mexico	60	60

6. **Call Duration Thresholds:** All per minute Rates 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.
7. **RBOC / Wireless Thresholds for Flat Rate Type:** In the event Customer has any quoted Flat Rate Types, all flat-rate per-minute rates assume at least 75% of calls terminate on either an RBOC or Wireless PSTN providers. 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.
8. **IP Originated Usage.** All Customer termination usage must be IP originated. "IP Originated" shall mean voice traffic which Customer represents and warrants as utilizing TCP/IP as a transmission protocol from the Customer's originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP-adaptor, etc.) to a TCP/IP gateway, for termination to an IP destination or the PSTN. Traffic identified as non-IP Originated is subject to incremental \$.10 per minute charges.
- b. Bandwidth.com Wholesale Voice Termination service may include Non Recurring Charges ("NRC") if so agreed on the SOF.
- c. Bandwidth.com Wholesale Voice Termination service may include Monthly Recurring Charges ("MRC") if so agreed on the SOF.
- d. Bandwidth.com Wholesale Voice Termination service may include additional NRCs for the following:
- Service Reinstatement Fee: \$200.00 plus any charges imposed by underlying carrier(s)
 - Missed Appointment Fee: \$200.00
 - Rejected Credit Card/Returned (NSF) Check: \$40.00 (or legal limit)
 - Professional Services: Individual case basis
- e. Any and all Rates provided to Customer do NOT include applicable 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. **Call Completion.** Bandwidth.com Wholesale Termination service is generally available to the termination calling destinations for which the Customer has been provided Rates. Bandwidth.com reserves the right to block or otherwise restrict termination of calls to any and all termination calling destinations, whether or not included in Rates provided to Customer, and without notice to Customer. Wholesale Voice Termination under this Addendum does not include international call termination unless specifically included under an international termination addendum. Bandwidth.com does not guarantee call completion, and the failure to complete any or all calls, regardless of reason, shall not constitute a breach of this Agreement. Therefore, Bandwidth.com Wholesale Voice Termination explicitly excludes any and all Service Level Agreements.
7. **Acceptable Use Policy.** All use of Bandwidth.com Wholesale Voice Termination 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.
8. **Conflicting or Controlling Terms.** In the event of any conflict, ambiguity, or inconsistency between the terms of the Master Service Agreement (exclusive of this or any other Addendum, Exhibit, Attachments, or posted Terms and Conditions) and this Posted Terms and Conditions, then as it relates to Bandwidth.com Voice Termination service, the terms of the MSA shall control.
9. **Miscellaneous. THIS AGREEMENT, TOGETHER WITH ANY ATTACHMENTS, INCLUDING ANY SCHEDULES, ADDENDUMS, PRICE LISTS, RATES, SERVICE ORDERS, TERMS AND CONDITIONS, SERVICE LEVEL AGREEMENTS, AND ACCEPTABLE USE POLICIES, WHICH MAY BE PROVIDED TO THE CSUTOMER AND/OR POSTED AT: WWW.BANDWIDTH.COM/CONTENT/LEGAL, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE, CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE CUSTOMER AND BANDWIDTH.COM, INC, WITH RESPECT TO THE SERVICE(S) PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT 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 AND ANY INCORPORATED DOCUMENTS.**