

# Bundled Voice Services – Terms and Conditions



These Bundled Voice Services – Terms and Conditions (the “Terms and Conditions”) supplement the Master Service Agreement (the “MSA”) (including any Exhibits, SOF, and any other attachments to the MSA, all of which are fully incorporated by reference within these Terms and Conditions) entered into between Bandwidth and Customer. Capitalized terms not elsewhere defined in these Terms and Conditions will have the meaning ascribed to them in the MSA or any applicable SOF. Bandwidth may amend or modify these Terms and Conditions pursuant to Section 8(b) of the MSA at any time.

**1. Services Provided.** Provided that Customer is not in Default, Bandwidth will license and provide Customer with the Bundled Voice Service described in the SOF and these Terms and Conditions for the Term. Customer is solely responsible to obtain, use, configure and operate any customer premise equipment not provided by Bandwidth that Customer (or Customer’s customer(s) or Subscriber(s)) may use in connection with the Bundled Voice Service. The Bundled Voice Service is provided with standard support, unless otherwise indicated on the SOF and/or these Terms and Conditions. Standard support includes Tier 2 Support only; prior to contacting Bandwidth for any standard support and/or Tier 2 Support, Customer will take all reasonably appropriate measures to confirm that the issue(s) have been isolated to and identified to be with respect to Bandwidth’s network; under no circumstances will Bandwidth provide to any end user and/or Subscriber any Tier 1 Support and Customer will under no circumstances direct any end user and/or Subscriber to contact Bandwidth for any support, including, without limitation, Tier 1 Support. In the event of any termination of the MSA and/or the SOF to which these Terms and Conditions are attached pursuant to Section 5 of the MSA, nothing in the MSA, the SOF or these Terms and Conditions will preclude Bandwidth from contacting any applicable customer, end user and/or Subscriber of Customer for the purposes of providing any services, including, without limitation, Bundled Voice Service, directly to such customer, end user and/or Subscriber.

**2. Service Description.** The Bundled Voice Service is a bundled service providing real-time, two-way inbound, outbound local, and outbound long distance voice communication services via a 911 Enabled Two-Way Number, which service will include minutes and other attributes as described in any applicable SOF and will be provisioned only to the Registered Address. The Bundled Voice Service will route between Customer’s IP address (for or on behalf of Customer or Customer’s customer or Subscriber) and either the PSTN or another IP address with Bandwidth delivering traffic to any applicable Phone System via an IP connection using SIP. The Bundled Voice Service includes, subject to any applicable SOF and/or these Terms and Conditions, appropriate use of local outbound calling, intrastate outbound calling, interstate outbound calling, toll free outbound calling, and inbound calling. The Bundled Voice Service also may include Operator and Directory Assistance, inbound caller ID, caller location and/or white page listing for additional applicable fee(s). For clarity, (i) Customer must provide Bandwidth the Registered Address to utilize the Bundled Voice Service, and (ii) Customer (for or on behalf of Customer or Customer’s customer or Subscriber) only may utilize 911 Enabled Two-Way Numbers provided by Bandwidth (or ported to Bandwidth) in connection with the Bundled Voice Service.

Customer may sublicense (i.e., resell) the Bundled Voice Service but may not under any circumstances separate or otherwise disaggregate the bundled service constituting the Bundled Voice Service other than for the purpose of selling Trunks (either cloud or premise) and/or Services (collectively referred to herein as the “Bundled Voice Service”). If Customer sublicenses (i.e., resells) the Bundled Voice Service to Customer’s customer(s), (i) Customer will be listed as the primary account for all purposes with respect to the Bundled Voice Service, and (ii) each of Customer’s customer(s) or Subscriber(s) (as the case may be) will be listed as a sub-account for all purposes with respect to the applicable Bundled Voice Service obtained by or on behalf of such customer(s) or Subscriber(s).

**Call Rating:** Calls will be rated as local if the call terminates within the LCA associated with the call’s originating ANI, which must be a 911 Enabled Two-Way Number. All calls terminating outside a Subscriber’s LCA will be rated as either intrastate, interstate or international long distance. Bandwidth will distinguish interstate

versus intrastate versus international long distance based on the originating ANI and terminating ANI provided in the call signaling. Bandwidth utilizes the value in the 'FROM' field in the SIP header as the originating ANI for establishing the jurisdiction of the call (i.e., interstate versus intrastate versus international). However, if a value is present in any of the SIP header fields used for caller ID (e.g. remote party ID, P-Assert-Identity), Bandwidth may use this in lieu of the "FROM" field as the originating ANI to determine the jurisdiction of a call. If Bandwidth cannot accurately rate a call due to an invalid or omitted originating ANI, and its rating jurisdiction is not international, Bandwidth will default to rating the call as intrastate. Bandwidth will determine the originating or terminating carrier by evaluating the terminating ANI down to the NPA-NXX-X level. Customer must maintain (or must cause Customer's customer or Subscriber to maintain) the originating ANI for all outbound calls and abstain from any ANI manipulation in the call signaling. If a call made by Customer's customer(s) or Subscriber(s) makes a call that cannot be accurately identified via a unique ID, "FROM" field or P-Assert-Identity, Bandwidth will bill Customer with respect to such call at the primary account but not at any otherwise applicable sub-account.

**Local Call Rating Exclusion:** Rating outbound calls as local only applies to calls that utilize 911 Enabled Two-Way Numbers as the originating ANI. Termination of calls from telephone numbers not provided by Bandwidth (or ported to Bandwidth) will be rated as either interstate or intrastate long distance. Bandwidth will distinguish interstate versus intrastate long distance based on the originating ANI and terminating ANI provided in the call signaling. If Bandwidth cannot accurately rate a call due to an invalid or omitted originating ANI, and its rating jurisdiction is not international, Bandwidth will default to rating the call as intrastate.

**Toll Free:** If Customer (or Customer's customer(s) or Subscriber(s)) utilizes Toll Free Numbers in connection with the Bundled Voice Services, such toll free service is an IP termination service for calls terminating to such Toll Free Numbers. Bandwidth is the Responsible Organization for such Toll Free Numbers.

**The following applies to the SMS associated with the Bundled Voice Service:**

**Customer's use of SMS must comply with any applicable CTIA Messaging Principles (as defined below) and all applicable laws.** Customer will be solely responsible for the evaluation and qualification of Customer's actual and prospective End Users, customers and/or Subscribers' use cases to ensure such use cases follow applicable CTIA Messaging Principles. Any SMS message that does not comply with the CTIA Messaging Principles and/or applicable laws constitutes a violation of the AUP and a Default pursuant to the MSA and these Terms and Conditions.

Customer (i) may not use or otherwise enable any 911 Enabled Two-Way Number provided by Bandwidth (or its affiliates) at any time in connection with Usage, SMS and/or any other form of traffic other than Usage, SMS and/or any other form of traffic from Bandwidth and its affiliates, or (ii) may not establish and/or operate peer-to-peer relationships with any third party(ies) with respect to any 911 Enabled Two-Way Number provided by Bandwidth (or its affiliates) at any time. Notwithstanding the foregoing, Customer will be responsible for all liability arising from its acts and omissions in establishing and/or operating such peer-to-peer relationships, and will defend, indemnify and hold harmless Bandwidth (and its affiliates) from and against any and all third party claims in relation to such acts and omissions in accordance with and subject to the terms of the MSA.

**Customer may only use Bandwidth-provided Electronic Tools (including, without limitation, application programming interface(s) (or APIs)) in connection with SMS and/or MMS with respect to 911 Enabled Two-Way Number(s) in Tier 0 and Tier 5 (each as defined by Bandwidth from time to time in the ordinary course of business, but specifically excluding any Toll Free Numbers).**

**Customer may not use SMS in connection with any Toll Free Numbers.**

**Message Routing:**

**All Bandwidth 911 Enabled Two-Way Numbers used for Message Routing with SMS will be used for both Outbound and Inbound messaging:**

**Outbound** - Outbound SMS delivers IP-originated messages over SMPP to Bandwidth and routes those messages to SMS-enabled 911 Enabled Two-Way Numbers on the PSTN; and

**Inbound** - Inbound SMS routes SMS messages sent to an SMS-enabled 911 Enabled Two-Way Numbers on Bandwidth's network to Bandwidth's customers, including, without limitation, Customer's End Users and/or Subscribers, through the Internet using SMPP.

**Customer may not use Bandwidth's 911 Enabled Two-Way Number to route messages over any another provider's network.**

**Maximum Messages Per Second:** Consistent with the CTIA Messaging Principles, Customer and/or Customer's actual and prospective End Users, customers and/or Subscribers use of SMS will be consistent with typical human operation; throughput rates from any device or service should be comparable to the throughput rates originated on wireless handsets.

**Message Rating:** SMS rates SMS messages for billing purposes on a per SMS message sent and/or received basis. Billable components of each SMS message are based on: (i) the authorized IP sending an SMS message ("**Outbound Message**"), and (ii) Customer and/or Subscriber of a 911 Enabled Two-Way Number (also known as destination number) receiving an SMS message ("**Inbound Message**"). If any fee(s) is imposed by any destination network, including, without limitation, any international termination fee(s), Bandwidth will charge Customer such fee(s) and reserves the right to include an administrative or other fee(s) in addition to any such fee(s).

**The following applies only if Customer selects any International SMS / MMS Service (as defined below):**

**International SMS / MMS Service.** Bandwidth will provide International SMS / MMS Service to Customer, which International SMS / MMS Service will include International SMS Messages and/or International MMS Messages as described in any applicable SOF and additional charges as described in any applicable SOF. Customer will pay Bandwidth any such additional charges as described in any applicable SOF. All such amounts and/or any other applicable charges, fees, including, without limitation, with respect to the porting of 911 Enabled Two-Way Numbers, will be subject to the MSA; provided, however, Bandwidth may change any such amounts at any time upon ten (10) days' notice to Customer. If at any time any network operator, peering intermediary, or other intermediary carrier in Zone 1 imposes, or seeks to impose, any fee or any other charge of any kind relating to the International SMS / MMS Service, (X) Bandwidth will have the right immediately to cease transmission of International MMS Messages and/or International SMS Messages to any such network operator, peering intermediary or other intermediary carrier in such country or territory and (Y) Bandwidth will have the right immediately to cease transmission of International MMS Messages to any such network operator, peering intermediary or other intermediary carrier in such country or territory if such country or territory no longer is designated within Zone 1.

**Additional Limitations on Proper Use of International SMS / MMS Service.** In addition to all other applicable limitations pursuant to the MSA and/or these Terms and Conditions, Customer will not bundle, aggregate or

otherwise combine in any way any International MMS Message or International SMS Message originating from any 911 Enabled Two-Way Number with any MMS or SMS originating from any other 911 Enabled Two-Way Number, or engage in any group messaging, it being understood and agreed that each single unique 911 Enabled Two-Way Number shall only and exclusively be used for, including, without limitation, any and all billing and reporting purposes with respect to, MMS and/or SMS originating and terminating from and to such single, unique 911 Enabled Two-Way Number.

**3. Service Limitations.** In addition to any other restrictions or limitations included in these Terms and Conditions:

**No Use with LCR:** Neither Customer nor Customer's customer(s) or Subscriber(s) may use the Bundled Voice Service with (or in connection with) a least cost router (or "LCR"), which Bandwidth will determine, in its reasonable discretion, based upon analysis of traffic patterns in the ordinary course of business.

**No Use with Auto-Dialer (or "Robo-Dialer"):** In addition to any applicable limitations pursuant to the AUP (as defined below), Customer may not use the Bundled Voice Service with (or in connection with) an auto-dialer (or "Robo-dialer"), which Bandwidth will determine, in its reasonable discretion, based upon analysis of Customer's traffic patterns in the ordinary course of business.

**Outbound Calling:** **Outbound calls, including, without limitation, 911 Services, are only available if the call's originating ANI is a 911 Enabled Two-Way Number.**

**Registered Address:** The Bundled Voice Service requires a Registered Address. Neither Customer nor Customer's customer(s) or Subscriber(s) may move the physical location from which the Bundled Voice Service is used away from the Registered Address without written notification from Customer to Bandwidth (or other updating of the Registered Address by Customer as contemplated in the definition of "Registered Address"). If Customer fails to notify Bandwidth of any move of the physical location from which the Bundled Voice Service is used without notifying Bandwidth (or otherwise updating the Registered Address as contemplated in the definition of "Registered Address"), Bandwidth may, in its sole discretion, immediately suspend the Bundled Voice Service until Customer notifies Bandwidth of such move (or otherwise updates the Registered Address as contemplated in the definition of "Registered Address"). Customer acknowledges and agrees that (i) any such failure by or on behalf of Customer may cause incorrect routing of 911 Services for which Customer will be solely liable, and (ii) the continuation of certain 911 Enabled Two-Way Numbers may be restricted or precluded based upon the physical location to which Customer (or Customer's customer(s) or Subscriber(s)) wishes to move the Registered Address.

**No Class 5 Features:** The Bundled Voice Service does not include any Class 5 Features. For clarity, the Bundled Voice Service will not provide any of the following call types: 976, 900, or 1010xxx.

**Toll Free:** **If Customer (or Customer's customer(s) or Subscriber(s)) utilizes Toll Free Numbers in connection with the Bundled Voice Service, such toll free service is an inbound-only service and does not provide any outbound calling, including, without limitation, 911 Services, with respect to such Toll Free Numbers.** Customer (and Customer's customer(s) or Subscriber(s)) is strictly prohibited from using (or reconfiguring to support such use) any toll free service or any Toll Free Numbers in connection with the Bundled Voice Service) in connection with any outbound calls or any Improper Calls. Bandwidth may take immediate action to prevent Improper Calls from taking place, including without limitation, denying any Bundled Voice Service to specific ANIs and/or terminating the SOF and these Terms and Conditions and/or the Bundled Voice Service. If Customer (or Customer's customer(s) or Subscriber(s)) places any calls with the Bundled Voice Service that contain a privacy indicator imposed by the originating telephone subscriber, Bandwidth may provide call detail information to Customer, notwithstanding the privacy indication; provided, however, Customer acknowledges

and agrees that (i) Customer (and Customer's customer(s) or Subscriber(s)) is prohibited from reusing or selling the Toll Free Number; and (ii) Customer (and Customer's customer(s) or Subscriber(s)) is prohibited from using any information derived from ANI, Called Party Number ("CPN") or the charge number service for any purpose other than (a) performing services or transactions that are the subject of the originating subscriber's telephone number, (b) ensuring network performance, security and the effectiveness of call delivery; (c) compiling, using and disclosing aggregate information, and/or (d) complying with applicable law or legal process.

**Special Configurations:** All special configurations are subject to Bandwidth's approval. Bandwidth may terminate the SOF and these Terms and Conditions if customary interoperability testing has not been completed when required.

**Network Jeopardy:** In addition to any other rights that Bandwidth has or may have pursuant to these Terms and Conditions, if Bandwidth determines, in its discretion, that Customer's (or Customer's customer(s) or Subscriber(s)) use of the Bundled Voice Service (or the specific method or technology utilized by Customer (or Customer's customer(s) or Subscriber(s))) materially and adversely interferes with or otherwise places in jeopardy Bandwidth's network, other customers, partners and/or the overall business(es) of Bandwidth or any of Bandwidth's other customers or partners, Bandwidth may suspend or terminate the SOF and these Terms and Conditions, and/or the Bundled Voice Service immediately upon as much prior notification to Customer as is practicable under the circumstances, if any.

**The following restrictions and limitations also apply:**

**Standard Use:** The Bundled Voice Service is provided for Standard Use. Bandwidth reserves the right to ensure that Customer's (and Customer's customer(s) or Subscriber(s)) use of the Bundled Voice Service is consistent with Standard Use and otherwise complies with these Terms and Conditions. If Bandwidth determines that Customer (or Customer's customer(s) or Subscriber(s)) is not using the Bundled Voice Service for Standard Use, Bandwidth may, in addition to all other rights and remedies pursuant to these Terms and Conditions, notify Customer and allow Customer the opportunity to cure any such use within ten (10) calendar days. Customer may cure by stopping any such use or change Customer's (or Customer's customer(s) or Subscriber(s)) use of the Bundled Voice Service in any other way that is consistent with Standard Use.

**The following applies to Burstable Trunk Service Only:**

**Standard Use:** The Bundled Voice Service is provided for Standard Use. Bandwidth reserves the right to ensure that Customer's (and Customer's customer(s) or Subscriber(s)) use of the Bundled Voice Service is consistent with Standard Use and otherwise complies with these Terms and Conditions. If Bandwidth determines that Customer (or Customer's customer(s) or Subscriber(s)) is not using the Bundled Voice Service for Standard Use, Bandwidth may, in addition to all other rights and remedies pursuant to these Terms and Conditions, notify Customer and allow Customer the opportunity to cure any such use within ten (10) calendar days. Customer may cure by stopping any such use or change Customer's (or Customer's customer(s) or Subscriber(s)) use of the Bundled Voice Service in any other way that is consistent with Standard Use.

**Inbound & Outbound Minute Usage:** Usage with "Burstable" Trunk will be billed per minute at the rate(s) specified in the SOF.

**SMS:** SMS is an SMS messaging service only and does not provide any audio and/or voice capabilities and/or features. SMS is not intended for and may not be used for advertising, branding or other promotional activities. In addition to any other rights or remedies that Bandwidth may have under any applicable circumstances, Bandwidth, in its sole and unfettered discretion, may block any SMS messaging traffic Bandwidth deems to be in violation of the MSA, these Terms and Conditions, the AUP, and/or any agreements, arrangements and/or practices of or between Bandwidth and any carriers and/or other service providers. In addition to the limitations described in Section 1 above, Bandwidth does not allow more than one (1) outbound message per second from any SMS-enabled 911 Enabled Two-Way Number. Any violation of any of the foregoing provisions of this Section 3 could cause Customer's applicable 911 Enabled Two-Way Number(s) to be blocked for outbound SMS message transmission by Bandwidth and/or traffic blocking and/or black-listing by any applicable receiving carriers and/or other service providers; Bandwidth does not guarantee removal from any applicable black-listed status. Bandwidth may block at any time any SMS messages deemed by Bandwidth in its sole and unfettered discretion to jeopardize the integrity of Bandwidth's network (including, without limitation, due to any action taken and/or threatened by any third party carrier and/or other service provider); any such blockage will be without prejudice to any other right or remedy that Bandwidth may have due to any such SMS messages pursuant to the MSA, these Terms and Conditions, the AUP or otherwise. If any such blocking of any SMS messages occurs, Bandwidth may in its discretion attempt to block only the 911 Enabled Two-Way Numbers breaching these Terms and Conditions and/or jeopardizing Bandwidth's network; if the blocking of individual 911 Enabled Two-Way Numbers is not feasible for any reason, as determined by Bandwidth in its sole and unfettered discretion, Bandwidth reserves the right to block all SMS message(s) initiated by Customer and/or any applicable End Users, customers and/or Subscriber(s) of Customer. If Bandwidth blocks any SMS messages pursuant to this Section 3, Bandwidth will make commercially reasonable attempts to notify Customer in advance of such blockage; provided, however, Bandwidth will be under no obligation to provide any such notification, including, without limitation, if circumstances do not permit delay of any blockage or other action by Bandwidth for any reason. Customer acknowledges and agrees that SMS messages to or from Customer or Customer's End Users, customers and/or Subscribers may be blocked by carriers or other service providers for reasons known or unknown to Bandwidth; Bandwidth is under no obligation to investigate or remedy any such blockage for Customer or any of Customer's End Users, customers or Subscribers. Bandwidth does not guarantee delivery, regardless of the reason, of any SMS messages; Customer will indemnify and hold Bandwidth harmless with respect to any and all damages or losses that Customer, Customer's End Users, customers or Subscribers and/or any third party sustains due to any SMS messages being delivered incorrectly or not at all, in accordance with and subject to the terms of the MSA.

Customer will not participate in or assist in any fraudulent SMS messaging, in any form or by any means, either by itself or any of its End Users. If Customer suspects, knows of, or should have known of any fraudulent SMS messaging, Customer will immediately stop all fraudulent SMS messaging and notify Bandwidth. Customer acknowledges, understands and agrees that Bandwidth does not provide, is not required to provide, and does not warrant, any fraud prevention. If Bandwidth becomes aware of unusual SMS messaging volumes or patterns, Bandwidth will make commercially reasonable attempts to notify Customer; provided, however, Bandwidth will have no obligation to do notify Customer of any such volumes or patterns. Bandwidth's sole obligation to Customer with respect to any actual, alleged or suspected fraudulent SMS messaging will be to reasonably cooperate with Customer, upon Customer's request and at no expense to Bandwidth, to assist Customer's efforts to stop any fraudulent SMS messaging that Customer reports to Bandwidth. Customer will be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent SMS messaging by Customer, Customer's End Users, or any other person or entity directly or indirectly utilizing SMS. Notwithstanding anything in this Section to the contrary, Customer is and will remain solely responsible for any and all SMS messaging, fraudulent or otherwise, and the terms and conditions of the MSA will apply.

Customer (i) will be solely responsible for and will undertake all required action(s) before the FCC, any PUC, any state regulatory agency, any court or any other controlling regulatory bodies, agencies, commissions or other authority, (ii) will obtain any required governmental approval(s), (iii) will fully comply with any and all applicable laws and regulations, including, without limitation, all applicable FCC requirements, such as CALEA and CPNI, in each case as such actions, approvals and/or laws and regulations apply or relate to the utilization of SMS by Customer, Customer's End Users, Subscribers or any other person or entity to which Customer provides any services utilizing SMS and (iv) miscellaneous charges and/or fees imposed by any third party carrier or any underlying provider from time to time, whether charged to or against Bandwidth, will be payable by Customer, including, without limitation, any cost recovery fee which shall represent an accurate and non-inflated recovery of the miscellaneous charges and/or fees to or against Bandwidth associated with the provision of Service(s) by Bandwidth to Customer. Customer will be solely responsible for compliance by Customer (and by Customer's End Users, customers and/or Subscribers) with any applicable CTIA Messaging Principles applicable to any utilization of SMS by Customer, Customer's End Users, Subscribers or any other person or entity to which Customer provides any services utilizing SMS. Bandwidth reserves the right to take any action necessary for Bandwidth to comply with any applicable CTIA Messaging Principles.

4. **911 Services.** The Bundled Voice Service includes either E911 Service (or Basic 911 Service under certain circumstances) if, and only if, the call's originating ANI is a 911 Enabled Two-Way Number.

**911 Service:** When a caller from a Registered Address dials the digits 9-1-1 from a 911 Enabled Two-Way Number, the 911 Enabled Two Way Number and the Registered Address are automatically sent to the local emergency center serving the physical location of the Registered Address. Emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information to the emergency call-taker. Accordingly, with E911 Service, the emergency operators will have the caller's call-back telephone number and Registered Address. In limited circumstances, callers utilizing a 911 Enabled Two-Way Number equipped with E911 may have their calls routed to the national call center. Please see the description below for an explanation of when this would occur and how this service operates.

**Basic 911 Service:** When a caller from a Registered Address dials the digits 9-1-1 from a 911 Enabled Two-Way Number, the call is sent to the local emergency center serving the physical location of the Registered Address. However, emergency operators answering the call will not have automatic access to the caller's telephone number or the Registered Address because the emergency center will not be equipped to receive, capture or retain the telephone number and/or Registered Address. Accordingly, callers must be prepared to verbally provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address.

**National Call Center Service:** Depending upon their geographic location, certain Customers (and/or Customer's customer(s) or Subscriber(s)) do not have access to either E911 Service or Basic 911 Service. If Customer (and/or Customer's customer(s) or Subscriber(s)) does not have access to either E911 Service or Basic 911 Service, emergency calls placed using the digits 9-1-1 will be sent to a national emergency call center. A trained agent at the emergency call center will ask for caller's name, telephone number, and location and then transfer the caller to the appropriate local emergency center or otherwise determine the best way to provide emergency services to the caller. Like Basic 911 Service, the trained operators answering calls in the national call center will not have automatic access to the caller's telephone number or Registered Address because the national call center will not be equipped to receive, capture or retain Customer's (and/or Customer's customer(s) or Subscriber(s)) telephone number and/or Registered Address. Accordingly, callers must be prepared to verbally provide both call-back and address information. **911 calls also may be sent to Bandwidth's national emergency call center if there is a problem validating the Registered Address, if the**

caller is located in an area that is not covered by the land line 911 network, or if the caller has E911 Service or Basic 911 Service based on their geographic location, but the call fails to complete and is routed to the national emergency call center for failover purposes.

E911 Service is not available from all local emergency centers; the determination of whether E911 Service, Basic 911 Service or national call center service will apply generally is not controlled by Bandwidth. As additional local emergency centers become capable of E911 Service, Bandwidth will automatically upgrade Customer from Basic 911 Service to E911 Service. Bandwidth will not notify Customer of any such upgrade. In limited circumstances, callers equipped with Basic 911 Service based on their geographic location may have their calls routed to the national call center as described above.

**DISCLAIMER OF LIABILITY:**

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 SERVICE OR E911 SERVICE TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE THE 911 ENABLED TWO-WAY NUMBER USED WITH THE SERVICE FOR THE REGISTERED ADDRESS, IN THE 'USERPART' OF THE 'FROM URI' CONTAINED IN THE SIP 'FROM' HEADER.

CUSTOMER ACKNOWLEDGES THAT THE SERVICE MAY NOT SUPPORT BASIC 911 SERVICE OR E911 SERVICE DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM ALL USERS OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 SERVICE OR E911 SERVICE. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM (AND TO CAUSE CUSTOMER'S CUSTOMERS AND/OR SUBSCRIBERS TO INFORM) ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE BUNDLED VOICE SERVICE THAT BASIC 911 SERVICE AND E911 SERVICE WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICE DUE TO BILLING ISSUES, AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A VALIDATED REGISTERED ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 SERVICE OR E911 SERVICE CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE BUNDLED VOICE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE BUNDLED VOICE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 SERVICE OR E911 SERVICE CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER BANDWIDTH, ITS UNDERLYING CARRIER, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.

- 5. Service Availability.** Bandwidth may from time to time interrupt or otherwise impact Bundled Voice Service for maintenance. Bandwidth will make commercially reasonable efforts to provide to Customer reasonable advance notification (via phone, email or other means) of such maintenance. Bandwidth will use commercially reasonable efforts



to perform such maintenance in a manner that will not unreasonably interrupt the Bundled Voice Service. Bandwidth may interrupt its provision of the Bundled Voice Service for unscheduled emergency maintenance without notice to Customer or Customer's customers and/or Subscribers.

**6. Connectivity; Interoperability.** Bandwidth takes no responsibility for installation or configuration of customer Phone System, or any responsibility related to connecting a customer's Phone System to any customer premise equipment. Customer will, at its sole cost, be responsible: (i) for providing all equipment (including proxy servers), software, facilities and IP connectivity (including, without limitation, connectivity to Customer's End Users, customers or Subscribers) necessary for Customer's SMS application and Customer's network to operate with SMS, and for providing and ensuring the successful installation of all equipment and software necessary for Customer's End Users, customers or Subscribers to use services sold to such End Users, customers or Subscribers; (ii) to obtain and provide to Bandwidth, prior to installation of any SMS service offered by Customer to Customer's End Users, customers and/or Subscribers, the IP address(es) for the proxy server, Customer's SMS application and/or any other applicable hardware/software solution. Customer may cause its End Users, customers and/or Subscribers to deliver such information to Customer; provided, however, as between Bandwidth and Customer, all information required to support Customer's use of SMS will be supplied to Bandwidth by Customer. Customer will have the sole responsibility to input, validate and maintain accurate information with respect to Customer's End Users, customers and/or Subscribers; Customer will furthermore be solely responsible for any and all support of and for its End Users, customers, and/or Subscribers as it relates to SMS. Customer is responsible for maintaining continuous availability to receive SMS messages from Bandwidth via IP connectivity. If Customer fails to maintain availability, Bandwidth reserves the right to take any necessary corrective action. With respect to SMS, the following also will apply:

Customer and Bandwidth will reasonably cooperate with each other to test to ensure interoperability between Bandwidth and Customer's networks and systems. All necessary interoperability testing will be completed within a reasonable time not to exceed thirty (30) calendar days after Customer's execution of the SOF to which these Terms and Conditions are attached. If after completion of initial interoperability, Customer plans to make upgrades, updates and/or enhancements (collectively "**Configuration Changes**"), Customer will notify Bandwidth prior to implementing a Configuration Change so that Customer and Bandwidth may work together in good faith to determine how best to proceed regarding such Configuration Change. If at any time an interoperability condition occurs that adversely affects Bandwidth's network that cannot be adequately remedied within a reasonable period of time, taking into consideration the severity of the interoperability condition and the effect on Bandwidth's network, Bandwidth may, at its sole discretion, suspend the provision of SMS.

**7. IP Originated Traffic.** Customer represents and warrants to Bandwidth that all calls and/or Usage will be IP Originated. If any third party asserts at any time that any calls and/or Usage is not IP Originated, Customer will, at Customer's sole expense, cooperate with Bandwidth and provide reasonable evidence (including but not limited to providing [or causing Subscribers to provide] Bandwidth with call detail records) to demonstrate that any applicable calls are IP Originated.

**8. Porting Numbers.** Bandwidth will require a completed and signed Letter of Authorization ("LOA") for any existing telephone numbers Customer wishes to port from another carrier to Bandwidth. Bandwidth may require a recent copy of the current phone bill which contains Customer's Billing Telephone Number ("BTN") as well as a record of any numbers that need to be ported. Bandwidth must receive necessary LOA(s) and/or bill copy(ies) before Bandwidth will initiate a port request and obtain a Confirmed Port Date. The "Confirmed Port Date" is the date upon which the current voice provider has agreed to port a number(s) to Bandwidth. The Confirmed Port Date interval may in some cases take as long as one (1) to two (2) business weeks after Customer initiates the port request; since the port interval is a product of the accuracy of the information provided to Bandwidth by Customer, as well as the processing speed of Customer's current voice provider, Bandwidth makes no guarantees regarding the promptness of a port, however all ports will be provided consistent with applicable law.

**9. Service Commencement Date.** Bandwidth will work with Customer to establish an initial activation date upon which the Bundled Voice Service will be activated. This date will be based on Customer's requested date as well as the *Confirmed Port Date* Bandwidth receives from its underlying provider. When Bandwidth receives the *Confirmed Port Date*, Bandwidth will assign a "Service Commencement Date" and will communicate the Service Commencement Date to Customer. If Customer wishes to change the requested Service Commencement Date, Customer must communicate, in writing (including, without limitation, via appropriate Bandwidth-provided portals), the new requested date to Customer's Service Activation Specialist within forty-eight (48) hours of the issuance of the Service Commencement Date. Bandwidth will use commercially reasonable efforts to meet such requested date(s).

**10. Charges for Service.** The monthly recurring charge(s) ("MRC") and any non-recurring charge(s) ("NRC") applicable to use of the Bundled Voice Service, as well as any other charge(s) applicable to use of the Bundled Voice Service, will be as stated in the SOF and/or these Terms and Conditions. Except as otherwise provided in these Terms and Conditions, Bandwidth will not increase any MRCs and/or NRCs during the Initial Term; thereafter Bandwidth may increase MRCs and/or NRCs upon at least thirty (30) days written notice. All MRCs, NRCs, rates and/or other charges are subject to change immediately in the event there are mandated surcharges or taxes imposed by federal, state or governmental agency.

**11. Billing and Payment.** Bandwidth will bill Customer for the Bundled Voice Service as provided in the SOF and/or these Terms and Conditions. Bandwidth will commence billing for the MRCs and Usage of the Bundled Voice Service on the Service Commencement Date. First and second month charges for the Bundled Voice Service are billed upon the Service Commencement Date. Where applicable, service charges for the first partial month of service will be pro-rated and billed. Call Usage charges are billed after the actual calls and Usage has occurred.

**12. Inside Wiring.** Customer will be solely responsible to provide any needed internal wiring or extensions (including but not limited to required conduit, facilities, power, etc.) for customer premise equipment, Phone Systems, and phones required to use the service.

**13. Limitation of Liability.** EXCEPT AS PROVIDED IN SECTION 18, IN NO EVENT WILL BANDWIDTH OR CUSTOMER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF OR IN RELATION TO THE SERVICE OR CUSTOMER EQUIPMENT, AND/OR ANY PRODUCTS OR SERVICE PROVIDED BY THIRD PARTIES UNDER THIS AGREEMENT. BANDWIDTH.COM'S MAXIMUM LIABILITY UNDER THE SOF AND THESE TERMS AND CONDITIONS IS LIMITED TO SERVICE CREDITS NOT TO EXCEED THE FEES ACTUALLY PAID TO BANDWIDTH BY CUSTOMER FOR THE SERVICE PROVIDED.

**14. No Warranties and Customer Assumption of Risk.** BANDWIDTH MAKES SERVICE COMMITMENTS UNDER THE APPLICABLE SERVICE LEVEL AGREEMENT ("SLA"); SAID SLA IS INCORPORATED HEREIN BY REFERENCE. HOWEVER, BANDWIDTH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE SERVICE (INCLUDING BANDWIDTH CUSTOMER EQUIPMENT) PROVIDED UNDER THESE TERMS AND CONDITIONS AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BANDWIDTH DOES NOT WARRANT THAT THE BUNDLED VOICE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE BUNDLED VOICE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE BUNDLED VOICE SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. BANDWIDTH EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE BUNDLED VOICE SERVICE. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS OR ITS EMPLOYEES, USERS, CUSTOMERS', SUBSCRIBERS', ETC., USE OF ANY INFORMATION TRANSMITTED VIA THE BUNDLED VOICE SERVICE.

**15. Acceptable Use Policy.** All use of the Bundled Voice Service must comply with Bandwidth's Acceptable Use

Policy (“AUP”) posted by Bandwidth from time to time at [www.bandwidth.com/legal](http://www.bandwidth.com/legal). The AUP is incorporated herein by reference and subject to change. Bandwidth reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong, including, without limitation, due to or arising as a result of any violation of the AUP.

**16. RFC 3261 Compliance.** The Bundled Voice Service is based on RFC 3261 – “SIP-Session Initiation Protocol” and requires Customer (and Customer’s customer(s) or Subscriber(s)) to conform to this standard. If Bandwidth determines that Customer (and Customer’s customer(s) or Subscriber(s)) is in violation of RFC 3261 and this violation prevents Bandwidth from accurately rating or billing Customer’s calls, Bandwidth reserves the right to bill the customer based on their estimated Usage and rates, based on Bandwidth’s discretion.

**17. CNAM and Directory Listing. The following applies to Directory Listing and Related Services only, if applicable:** Customer may request Directory Listing and/or CNAM. Upon the submission of any request for Directory Listing, Customer represents and warrants that Customer has obtained all necessary approvals for Directory Listing from the applicable subscriber in such request; Customer will promptly provide Bandwidth with documentation evidencing Customer’s receipt of such subscriber approval upon Bandwidth’s request. Customer will retain such documentation for at least twelve (12) months after submission of the applicable request for Director Listing. Bandwidth may, in its sole discretion, refuse to submit the applicable subscriber information for Directory Listing if Customer fails to timely provide such documentation to Bandwidth.

**18. Forecasting Regarding SMS.** From time to time, Bandwidth may request from Customer a forecast of expected SMS message volumes. Customer will cooperate with such requests. If Customer anticipates changes in SMS message volumes, Customer will proactively contact Bandwidth to review such changes. Bandwidth will use commercially reasonable efforts to maintain adequate capacity to meet Customer provided forecasts. Bandwidth’s failure to adequately provide capacity, regardless of reason, will not constitute a breach of the MSA or these Terms and Conditions.

**19. Relationship; Use by Customer’s End Users, Customers and/or Subscribers.** Bandwidth has no relationship with or obligation to any of Customer’s End Users or any other person or entity to which Customer provides any services, none of whom is a third party beneficiary of the MSA or these Terms and Conditions. Customer is solely responsible for all pricing, billing and collections, and/or compliance with any applicable laws or regulations related to any services Customer provides to its End Users or any other person or entity to which Customer provides any services. Customer will provide technical support to Customer’s End Users and will conduct customary problem resolution and troubleshooting activities directly with Customer’s End Users to determine whether any condition affecting any Service(s) is attributable to Bandwidth’s network prior to reporting a Service Outage pursuant to the MSA. With respect to SMS, the following also will apply:

Customer will be solely responsible for the evaluation and qualification of Customer’s actual and prospective End Users, customers and/or Subscribers’ use cases to ensure such use cases follow applicable CTIA Messaging Principles for acceptable person-to-person traffic. Customer will obtain use cases from all of its End Users, customers and/or Subscribers and obtain the right to audit all such use cases. Customer will include a provision in all contracts with such End Users, customers and/or Subscribers to allow Customer to provide any use case to Bandwidth, Bandwidth’s SMS messaging partners and the Tier-one Operator Community, including, without limitation, Verizon Wireless, T-Mobile USA, AT&T Wireless and Sprint Wireless. Bandwidth will notify Customer of the Tier One Operator Community’s approval and Bandwidth will pass SMS messaging traffic only to the approving Tier-one Operators. Customer understands and agrees Bandwidth does not make any representations or warranties with regard to the identification or blockage by SMS of any spam, viruses, malware or inappropriate content. Prior to implementation of any prospective End User, customer or Subscriber of Customer, if requested by Bandwidth, Customer will provide to Bandwidth and

Bandwidth's messaging partners all use cases requested prior to implementation of such End User, customer or Subscriber and will provide all other information reasonably requested by Bandwidth and/or Bandwidth's messaging partners with respect to such End User, customer or Subscriber's anticipated use of SMS to permit Bandwidth and/or Bandwidth's messaging partners to evaluate such anticipated use and to ensure that such use follows applicable CTIA Messaging Principles.

**20. SMS Limitation of Liability. EXCEPT PURSUANT TO SECTION 9 OF THE MSA, SECTION 3 ABOVE, AND/OR SECTION 19 ABOVE, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO SMS EXCEED ONE THOUSAND DOLLARS (\$1,000).**

**21. Definitions.**

"911 Enabled Two-Way Number" means a telephone number assigned by Bandwidth to Customer (or ported to Bandwidth by Customer): (i) enabled to allow end users to contact emergency services by dialing the digits 9-1-1, (ii) for which Customer has provided a Registered Address for or on behalf of Customer or Customer's customer(s) or Subscriber(s), and (iii) has functionality that allows two-way inbound and outbound voice communication.

"911 Services" means functionality that allows end users to contact emergency services by dialing the digits 9-1-1.

"Basic 911 Service" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Registered Address. With Basic 911 Service, the emergency operator answering the phone will not have access to the caller's telephone number or address information unless the caller provides such information verbally during the emergency call.

"Call Rating" means the methodology used to define the type and jurisdiction of a specific call. Call Rating criteria includes the originating Automatic Number Identification (ANI) (sometimes referred to as the from or source fields) and terminating ANI provided in the call signaling (sometimes referred to as the destination or To fields; may also include remote party ID field). Call Rating defines the type of calls and correlating costs per call.

"CTIA Messaging Principles" means (1) the CTIA Messaging Principles and Best Practices, dated as of January 19, 2017, as amended, supplemented and/or superseded from time to time by the CTIA The Wireless Association; or (2) any other similar documents or guidelines promulgated from time to time by the CTIA.

"Enhanced 911 Services," "E911 Services" or "E911" means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point ("PSAP"), serving the Registered Address and to deliver the Subscriber's telephone number and Registered Address information automatically to the emergency operator answering the call.

"International" means anywhere outside of the continental United States, including Alaska and Hawaii.

"International SMS / MMS Service" means, subject to these Terms and Conditions, the transmission of International MMS Messages and/or International SMS Messages as selected by Customer as an "International" feature pursuant to any applicable SOF.

"International MMS Message" means an MMS message from or destined to any third party operator or user of a communications network operator in Zone 1; for clarity, "International MMS Message" does not include any MMS message from or destined to any third party operator or user of a communications network operator other than in Zone 1.

“International SMS Message” means an SMS message from or destined to any third party operator or user of a communications network operator in Zone 1 only.

“Number” or “Numbers” means 911 Enabled Two-Way Number(s) and/or Toll Free Number(s).

“Operator and Directory Assistance” means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information.

“Phone System” means a communication system that transmits information between distant points. For the purpose of clarity, a phone system such as a Key-system (i.e. IP-Key-system, Analog Key-system, Digital Key-system or Hybrid key-system), a Private Branch Exchange (PBX) (aka IP-PBX) system, or any other voice application or appliance.

“Registered Address” means the address provided by Customer (for or on behalf of Customer or Customer’s customer(s) or Subscriber(s)) in written format (i) on the SOF, (ii) entered into appropriate Bandwidth-provided portals or (iii) other written communication from Customer (for or on behalf of Customer or Customer’s customer(s) or Subscriber(s)) to Bandwidth, which address represents the physical location from which the Service (and 911 Enabled Two-Way Numbers associated with the Service) will be used.

“Short Message Service” or “SMS” is the text communication service component of mobile communication systems that allows the exchange of short text messages between fixed line or mobile phone devices.

“SIP” means “Session Initiation Protocol” which is the signaling protocol established in RFC 3261 used between networks (such as VoIP networks) to establish, control and terminate signaling for SIP-based services such as voice calls and SMS messages.

“SMPP” means Short Message Peer-to-Peer protocol which is an open message-transfer protocol that enables short message entities to establish, control and terminate signaling for SMPP-based services like SMS.

“Standard Use” means use of the Bundled Voice Service as contemplated by the SOF and these Terms and Conditions in a manner consistent with business use, which will include, without limitation: (i) use with a Phone System; and (ii) a Registered Address. Standard Use does not include an IP address outside of the United States.

“Subscriber” means an individual, end-user or telephone device to which a Number is assigned by Bandwidth (or to which a Number is ported by Customer).

“Tier 1 Support” refers to technical support that responds directly to the end user and/or Subscriber regardless of sales channel and are in need of technical assistance regarding their service.

“Tier 2 Support” refers to technical support that responds to requests from Customer when Customer itself needs technical assistance regarding the Bundled Voice Service.

“Toll Free Number” means a telephone number that supports NADP and is assigned to Customer by Bandwidth (or ported to Bandwidth by Customer) for use with the Bundled Voice Service.

“U.S. Domestic” means the continental United States (excluding Alaska and Hawaii).

“Bundled Voice Service” consists of a bundle of services that allows Customer to make and receive phone calls as described in Section 2 above. The Bundled Voice Service can consist of any or all of the following: Premise Trunks or Cloud Trunks.

“Zone 1” means (1) the United States and all other countries or territories within the North American Numbering Plan, excluding the Dominican Republic; and (2) Anguilla, Antigua, Aruba, Argentina, Bahamas, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, China, Colombia, Costa Rica, Dominica, El Salvador, Grenada, Guatemala, Guyana, Honduras, Jamaica, Mexico, Montserrat, Netherlands Antilles, Nicaragua, Paraguay, Puerto Rico, St. Kitts & Nevis, St. Lucia, Surinam, Trinidad & Tobago, Turks & Caicos, and Uruguay; provided, however, Provider may, upon ten (10) days prior written notice to Customer, either include any other country or territory within the definition of “Zone 1” or remove any country or territory from the definition of “Zone 1,” including, without limitation any country or territory previously included within the definition of “Zone 1” pursuant to this provision.