

ENTERPRISE EMERGENCY NOTIFICATIONS - TERMS AND CONDITIONS



These Enterprise Emergency Notifications - Terms and Conditions (the “**Terms and Conditions**”) supplement the Master Service Agreement (the “**MSA**”) (including any Exhibits, SOFs, Service Agreement(s), Rate Sheet(s), and any other attachments to the MSA, all of which are fully incorporated by reference within these Terms and Conditions). Capitalized terms not elsewhere defined in these Terms and Conditions will have the meaning ascribed to them in the MSA or any applicable SOF.

1. Service Description. Subject to these Terms and Conditions:

(i) Bandwidth will provide to Customer Enterprise Emergency Notifications (“Service”). Bandwidth will send Enterprise Emergency Notifications when Customer’s End User(s) calls 911 on or from the Customer’s premises with 911 services provided by Bandwidth. Bandwidth’s Enterprise Emergency Notifications will permit Customer to (i) select or designate the end-points which it seeks to be notified when Customer’s End-Users call 911, and (ii) receive Enterprise Emergency Notification messages that include time of call, endpoint, subscriber name, and address on file for Customer’s End User’s dialing 911, and (iii) select the format and method for receiving Enterprise Emergency Notifications – available formats and methods may include: e-mail, SMS, voice recording, and HTTP callback (hereinafter “method(s)”).

(ii) Notwithstanding any term or condition of the MSA or these Terms and Conditions to the contrary, Customer will not resell Enterprise Emergency Notifications to any third party other than End Users to whom (or to which) Customer directly provides services. For clarity, Customer will not permit any third party other than End Users to whom (or to which) Customer directly provides services to utilize Bandwidth’s Enterprise Emergency Notifications provided to Customer pursuant to any applicable SOF and these Terms and Conditions.

(iii) Notwithstanding any term or condition of the MSA or these Terms and Conditions to the contrary, Customer only will utilize Bandwidth’s Enterprise Emergency Notifications provided by Bandwidth to Customer pursuant to any applicable SOF and these Terms and Conditions for Approved Uses.

(iv) Bandwidth will provide to Customer reasonable access solely to select and update Customer’s End User Enterprise Emergency Notification records to permit Bandwidth to manage the Enterprise Emergency Notifications delivery process for each Customer designated end-point. An Enterprise Emergency Notification Record will be deemed successfully uploaded when the End User name, valid street address (postal addresses such as P.O. Box are not acceptable), and ten digit TN or AEUI from which the End User may initiate a 911 call are fully uploaded into Bandwidth’s database along with the designated Enterprise Emergency Notification method(s) (i.e. e-mail, SMS, voice recording or HTTP callback).

(v) Bandwidth will deliver the Enterprise Emergency Notifications to the Customer in the chosen Enterprise Emergency Notification method(s). Bandwidth will determine the applicable notification routing based upon the incoming TN or AEUI of the caller and the End User’s corresponding location information previously registered in Bandwidth’s database, and then Bandwidth will deliver Enterprise Emergency Notifications to the Customer. Customer must instruct recipient End Users not to block their number on their handsets when making 911 calls.

(vii) The Parties acknowledge and agree that Bandwidth will only provide Enterprise Emergency Notifications on 911 calls where Bandwidth is providing the underlying 911 Call Routing service to Customer. Enterprise Emergency Notifications cannot be combined with any other service provider’s 911 offering.

(viii) Customer will provide to Bandwidth a TN or AEUI inventory which details the total number of TNs or AEUIs being implemented with Enterprise Emergency Notifications on Bandwidth’s platform and the associated address for each TN or AEUI.

(ix) Bandwidth will provide the Customer only such name, address and TN information as Customer will provide to Bandwidth during the provisioning process, and for any Enterprise Emergency Notifications call, Bandwidth will only pass time of call, endpoint, subscriber name, and address on file.

(x) For each TN or AEUI for which Customer desires Enterprise Emergency Notifications service, Customer must provide Bandwidth with a correct and valid emergency response address for that TN or AEUI. The address information provided must include sufficient information to enable emergency responders to locate the site. For example, if the subscriber or End User’s location is a multi-story building, Customer must provide floor and suite number in addition to address information. Customer is solely responsible to promptly update this information whenever necessary to reflect all location information changes. Customer will provide ANI or AEUI with every Enterprise Emergency Notifications subscriber and/or End User call with Enterprise Emergency Notifications. Bandwidth will have no obligation to provide Services with respect to any subscriber or End User call that does not include ANI or AEUI and will not be liable for any claims arising from any efforts undertaken by Bandwidth to provide Services under such circumstances.

2. Customer Prerequisites. (i) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority, yet notwithstanding the foregoing, Bandwidth reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects Enterprise Emergency Notifications or 911 in any way, (ii) Customers will use Enterprise Emergency Notifications only to provide necessary and appropriate information to those who need to know of an Enterprise Emergency in progress as determined by Customer. (iii) Customer will be solely responsible to test the Enterprise Emergency Notifications after installation and periodically throughout the Initial SOF Term or any applicable Renewal SOF Term and will notify Bandwidth if Bandwidth notes any issues at any time with the Service; (iv) Customer will cooperatively test Enterprise Emergency Notifications and share the results of such testing at the request of Bandwidth; if Bandwidth requests testing of Enterprise Emergency Notifications and does not receive confirmation within five(5) business days that Customer has performed and completed such testing, (A) Bandwidth may suspend the Service; (v) Customer will ensure that all devices used by end users are able to connect to equipment and are configured properly (vi) Bandwidth will ensure that the interconnection trunking arrangements are Enterprise Emergency Notifications compatible, but Customer will be solely responsible for providing the Service to End Users; (vii) Customer will provide Bandwidth with any and all technical specifications necessary for proper network design and a description of any special arrangements required to accommodate Enterprise Emergency Notifications ; (viii) Customer may be responsible to collect and remit applicable taxes or surcharges required by any governmental authority; and (ix) Customer will utilize any of Bandwidth's provisioning tools for the sole purpose of loading Subscriber Records into Bandwidth's database; all information returned by Bandwidth during validation will be used solely to support the Services described in these Terms and Conditions.

3. Provisioning Interface.

(i) Bandwidth will provide a web application interface between the Enterprise Emergency Notifications management service and Customer's web based service order system(s) for normal user additions and changes.

(ii) If Customer requests, Bandwidth's database personnel will perform bulk uploads from flat files Customer provides to Bandwidth via email, upload via web portal.

(iii) Customer may elect to program Customer's own web user interface to Bandwidth. Bandwidth provides a secure portal, sample clients in various formats, and a development server for Customer's programmers to test the application.

4. Training. Bandwidth will provide up to four (4) hours of training for Customer on the use of the web services, which include uploads through Bandwidth portal (web client) or training on the API interface.

5. Equipment; Connection; Customer's Responsibilities. Bandwidth will not provide any Customer Equipment or any Electronic Tools, except as may be expressly set forth in writing executed by Customer and Bandwidth. Customer will, at Customer's sole cost, be responsible 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 use of the Service(s) contemplated by these Terms and Conditions and Customer's network to use such Service(s), and for providing and ensuring the successful installation of all equipment and software necessary for Customer's End Users, customers or subscribers to use such Service(s). 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 Customer's End Users, customers, and/or subscribers, including providing working email service, HTTP server for HTTP Callback), the ability to receive texts (for SMS) and inbound voice calls.

6. Interoperability. If applicable, 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. If after completion of initial interoperability, Customer plan 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, 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 Services pursuant to these Terms and Conditions. The Parties will communicate as reasonably necessary to isolate and repair any problems in their respective networks; provided, however, each Party will remain solely responsible for any costs or liabilities incurred in connection with the repair of any problem with respect to such Party's network.

7. Canada Enterprise Emergency Notifications. Customer acknowledges that regulations are different in Canada than in the United States. Bandwidth will comply with applicable Canadian requirements.

8. Charges and Rates.

(i) All Services are provided pursuant to the Rate Sheet. Bandwidth will invoice Customer in advance for the installation and set-up fee provided in the Rate Sheet upon the effectiveness of the applicable SOF. Except as otherwise provided in these Terms and Conditions, Bandwidth will invoice Customer for all other applicable charges in arrears.

9. Insurance. Customer represents and warrants that Customer will maintain during the SOF Term at Customer's sole cost and expense: (i) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$3,000,000 combined single limit for bodily injury and property damage for each occurrence; (ii) Professional Liability or Errors and Omissions insurance in the amount of at least \$3,000,000 for each occurrence; and (iii) excess or umbrella liability at a limit of no less than \$6,000,000 per occurrence and aggregate in excess of the underlying coverage required above. The CGL, excess or umbrella liability, and policies of Customer will designate Bandwidth and its officers, managers, members, and employees as additional insured. Customer will send evidence of the foregoing insurance to Bandwidth within thirty (30) calendar days of the commencement of the Initial SOF Term. Customer will notify Bandwidth in writing at least thirty (30) calendar days prior to any cancellation or termination of a Customer's insurance, make arrangements for replacement insurance, and provide proof thereof.

10. Limitation of Liability. The following apply in addition to the terms and conditions of the MSA, including, without limitation, any applicable limitations of liability: (i) Customer agrees that absent gross negligence or willful misconduct by Bandwidth, its directors, officers, employees and agents, Bandwidth, its directors, officers, employees, and agents will not be liable for any loss or damage sustained by Customer, its interconnecting carriers, its customers or its End Users due to any failure in or breakdown of the communication facilities associated with providing the Services, or for any delay, interruption or degradation of the Services whatsoever; (ii) in no event will Bandwidth's liability to Customer for any loss arising out of the Services provided pursuant to these Terms and Conditions or any errors, interruptions, defects, failures or malfunctions of the Services provided pursuant to these Terms and Conditions, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the average monthly recurring charge actually paid to Bandwidth by Customer pursuant to the SOF. The Parties waive any claim that these exclusions or limitations deprive it of an adequate remedy or cause the MSA, the SOF and/or these Terms and Conditions to fail of its essential purpose; and (iii) Customer further acknowledges, understands and agrees that Bandwidth has no control over how a foreign administration or third-party carrier establishes its rules and conditions pertaining to international telecommunications service.

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