

International Services

Product Terms

These International Services Product Terms (the “**Product Terms**”) supplement the Communications Services Agreement, Reseller Services Agreement and/or any other written agreement entered into between the Parties that covers the use of the Services, as applicable (the “**Services Agreement**”). The Services listed herein are provided by Bandwidth’s Affiliate, Voxbone S.A. Capitalized terms not elsewhere defined in these Product Terms will have the meaning ascribed to them in the Services Agreement, applicable Supplemental Terms, or any applicable Order Form.

Service Descriptions

1. Voice Services

Bandwidth offers Voice Services in conjunction with the following types of Numbers, depending on country: local numbers, national numbers, mobile numbers, toll-free numbers, shared-cost numbers, special numbers and international numbers. “Voice Services” are defined as follows and include the following categories of Services:

- a. **Inbound Voice Service.** Bandwidth’s Inbound Voice Service enables real-time Internet protocol voice communications originated from end users on the public switched network to terminate on Customers’ IP-compatible equipment.
 - i. **Activation and Provisioning.** All Bandwidth Numbers are activated for Inbound Voice Services upon purchase, or after fulfilling activation requirements, as detailed in the Customer portal, if applicable.
- b. **Outbound Voice Service.** Bandwidth’s Outbound Voice Service enables real-time Internet protocol voice communications originated from Customers’ IP-compatible equipment to terminate to end users on the public switched or IP networks.
 - i. **Activation and Provisioning.** Eligible Bandwidth Numbers are activated for Outbound Voice Services upon purchase.
 - ii. **Maximum Call Duration.** The maximum call duration for Outbound Voice Services is three hours by default. Customer may lower the default call duration in the web portal or Customer may email its account manager to request adjustments to this call duration.
 - iii. **National Calling.** Bandwidth Numbers activated to place calls to end users with numbers belonging to the same national numbering plan are subject to the following terms:
 1. Bandwidth provides Emergency Services in every country where national outbound calling is offered.
 2. All Numbers enabled for Emergency Services can be configurable for national calling.
 3. For national calling on a Number not enabled for Emergency Services, the Customer must request feature activation by contacting their account manager and expressly confirm to have its own solution through which it ensures access to emergency services to its End Users from all Bandwidth Numbers which will be used for placing national outbound calls, as well as, depending on the applicable jurisdiction, ensuring the end user address is provided to the PSAPs.
- c. **Emergency Services.** Bandwidth’s Emergency Services allows Customers or End Users to initiate domestic outbound voice calls to the dedicated emergency telephone number

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associated with the calling Number. Bandwidth will transmit End User location information to the relevant national emergency directories.

- i. **Activation and Data Provisioning**
 1. To activate a Number for Emergency Services, Customer will need to submit an activation request through the functionality provided in the Bandwidth portal or API, including the complete and accurate required information of the End User to be provisioned with the local Emergency Services authority. Upon successful provisioning of a Number, Customer will be informed via email.
 2. Customer shall activate Emergency Services on a per Number basis. As such, the activation of the CLI will be done individually (Customer shall not activate one Number per location site) and any alteration of the CLI is hereby expressly prohibited.
- d. **Directory Services.** Bandwidth's Directory Services allows Customer or End User to register name and address details associated with Customer's Number with the national directory listings.
 - i. **Activation & Data Provisioning**
 1. All Numbers that are enabled for Emergency Services can be configurable for Directory Services, where Directory Services are available.
 2. If Customer would like a Number to be enabled for Directory Services independent of enabling Emergency Services, Customer will need to submit an activation request through the functionality provided in the Bandwidth portal or API.
 3. To add information to be published to the applicable national directory listing, Customer must submit a request through the functionality provided in the Bandwidth portal or API.
 4. To modify or remove the information published in the applicable national directory listing, Customer can submit a change or deletion request through the functionality provided in the Bandwidth portal or API.
- e. **Caller ID Name (hereinafter "CNAM").** Bandwidth's CNAM Service enables the transmission of a caller's telephone number to the called party's telephone equipment when the call is being set up. Bandwidth will present Customer's calling number to the called party. It is the responsibility of the called party's service provider to present the calling parties' names to the called party.
 - i. **Activation and Presentment**
 1. All eligible Bandwidth Numbers are activated for CNAM upon purchase free of charge.
 2. In the United States, both name and phone number will be delivered upon placing an outbound call.
 3. In Canada, only the phone number will be transmitted during an outbound call.
 - ii. **Data Provisioning.** To provision CNAM information for a Number, Customer may either submit a request in writing to its account manager or upload the information directly to the web portal.

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- f. **Calling Line Identification (“CLI”) Whitelist.** The CLI Whitelist feature may be activated and used by Customer in relation to the Outbound Voice Service. Customer may enable Outbound Voice Service with Bandwidth on telephone numbers for which Customer has received legal authorization to use either: i) as a result of a direct number assignment from NRAs, or ii) from another service provider.

The CLI Whitelisting will allow the Customer to place outbound voice calls from these numbers. Prior to the CLI Whitelisting number activation, the Customer shall add the numbers as a whitelist through the web portal or via a request from the Customer’s account team.

- g. **Enhanced Voice Transit.** Enhanced Voice Transit (“EVT”) may be activated and used by Customer in relation to the Outbound Voice Service, and provides Customer the ability to route national and international outbound traffic from certain supported third party provided numbers through Bandwidth’s network. Customer will maintain at all times the appropriate authorizations, notifications, licenses and/or registrations required to use EVT per country and any necessary authorizations to use the third party provided numbers through Bandwidth’s network. If required, Customer will promptly provide Bandwidth with proof of its authorization and a letter of authorization provided by the original number holder authorizing the Customer to use the numbers. In addition to any other rights under the Services Agreement, in the event that any fraud is detected on your account Bandwidth reserves the right to revoke access to your use of EVT in a particular country or location.

2. Messaging Services

Bandwidth’s Messaging Services offer Customers the ability to send or receive messages, such as SMS, between their mobile Numbers and other users on the public switched telephone network or other messaging platforms. Bandwidth’s Messaging Service is offered as a long code service only.

- a. **Activation.** All Messaging-enabled Bandwidth Numbers are activated for person-to-person (“P2P”) Messaging Services upon purchase.
- b. **Restrictions and Acknowledgements**
- i. Bandwidth’s Messaging-enabled Numbers are limited to sending 2000 outbound Messages per Number per day in order to prevent abuse on the network. If Customer requires additional daily traffic per Number, Customer may submit a request via email to Customer’s account manager.
 - ii. Customer acknowledges that Bandwidth delivers messages via third party mobile network providers and can therefore only influence the delivery with respect to transmission of Messages within the technical constraints imposed by such providers.
 - iii. The Messaging Service does not enable premium rate text messages and is not provided on premium rate numbers or mobile short code numbers. If Customer or its End Users use the Messaging Service to originate Messages towards premium rate numbers or any mobile short code numbers, Customer agrees to bear the associated costs.

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3. Number Portability

- a. Bandwidth's Number Portability Service includes Local Number Portability, Mobile Number Portability, and Toll-Free Number Portability. If available for a given Number, this indicates Customer's ability to port the Number into or out of Bandwidth's network.
- b. **Porting a Number to Bandwidth's Network**
 - i. To the extent number portability is allowed and supported in a particular country, Customer may be entitled to port in active Numbers from other operators to Bandwidth's network.
 - ii. Prior to or contemporaneously with each inbound port request, Customer shall submit to Bandwidth a valid Letter of Authorization ("**LOA**") from the applicable End User on a form acceptable to Bandwidth.
 - iii. For any port in, Bandwidth will charge to Customer the port fee per Number. Such fee is communicated to Customer prior to processing the port in request.
- c. **Porting a Number out of Bandwidth's Network**
 - i. Upon request from an End User to port-out one or more active Number(s), Bandwidth will oblige such request without Customer's explicit consent to Bandwidth if number portability is supported in such country.
 - ii. Bandwidth may request a copy of the LOA from the End User authorizing his new operator to import a Number from the donor operator, before or after processing such request.
 - iii. For the porting out of one or more Number(s), Bandwidth may charge Customer an administrative fee per Number. Such charges are indicated prior to porting and will not accrue against any minimum spend commitment agreed to between the Parties.
 - iv. When Numbers are not directly allocated to Bandwidth by the relevant local numbering authority, Bandwidth will, on behalf of Customer, file the port out request directly with the range holder. On such port out requests, the Parties agree that Bandwidth will never bear any liability whatsoever.
 - v. Except as provided in any relevant legislation, Customer and End Users can no longer invoke user rights on a Number after cancellation, including (but not limited to) the right to port.

4. Applications

- a. **Fax to PDF.** Bandwidth's Fax to PDF Service enables Customer or any of its End Users to receive a Fax via SMTP or HTTP on a Number.
- b. **Insights.** Bandwidth currently offers an application known as Insights for an additional monthly fee. Insights is an analytical tool that allows greater visibility into the performance of their VoIP Services. It provides the ability to generate reports, monitor usage, and set alerts on a customized basis. All Customers have access to a basic set of quality metrics for the latest 500 CDRs via a dashboard with limited functionality. Insights may be activated in the Customer portal or through your Bandwidth account manager and may be subject to a minimum term commitment.

5. Interconnection Services

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Bandwidth's platform provides optional interconnection services outside of the standard connectivity mode of using the public Internet, such as private IP link or IP VPN.

- a. **IP VPN.** Bandwidth provides a dedicated IP port for secure transmission via the public Internet utilizing the IPSec protocol.
- b. **Private IP Link.** Bandwidth provides a physical bandwidth speed port for a Customer to conduct a Layer3 cross connection of their network at Bandwidth's designated meeting point.
- c. **Private IP Link through a third party provider (hereinafter "Megaport").** Customer may order via email to a Bandwidth account manager an amount of available bandwidth to Bandwidth via the Megaport network. Customer understands that in order to set up a virtual circuit required to interconnect between the Customer and Bandwidth, Customer needs to agree to the terms and conditions of Megaport and to pay any appropriate charges directly to Megaport. This includes the costs of connection to the Megaport network and provisioning of services including but not limited to the required Virtual Cross Connect (VXC) needed in order to provision a functioning circuit between Bandwidth and Megaport. Payments may also be required to other third party providers in order to interconnect the Customer and the Megaport network. Bandwidth shall have no liability with regards to any failures or damages that may be incurred by Customer due to any matter arising out of the agreement between Customer and Megaport or other third party provider with regards to the private IP links.

6. Service Limitations

- a. The Messaging Service and EVT do not support access to Emergency Services or any similar functionalities such as text to 911/112 or to any other emergency service numbers.
- b. Bandwidth cannot ensure accessibility to the Messaging Services by End Users with disabilities and the Service should not be used to accommodate such needs.
- c. Customer acknowledges and agrees that Bandwidth cannot guarantee the actual delivery of Messages to the recipient's device for reasons such as (i) the recipient's mobile device is not switched on, or the mobile's device receipt of SMS has reached its limit; (ii) the recipient is located in an area which is not covered by their subscribed mobile provider; (iii) the recipient is not covered by their subscribed mobile provider for any other reason such as, but not limited to, non-payment of invoices or technical issues with the recipient's mobile provider's network.
- d. Fax to PDF is not available on Numbers for some countries, as set forth in the Service Restrictions.
- e. Fax to PDF does not support the sending of outgoing faxes.
- f. By default, Bandwidth does not support early media. To the extent Customer desires to independently use early media with the Service and/or Numbers, it shall (i) not use early media in an abusive or excessive way, and (ii) limit the duration of early media to less than 60 seconds. For the purpose of this clause, "early media" refers to media (e.g., audio and video) that is exchanged before a call session is accepted by the called party. Any use of early media generated by the called party other than ringtones and short tariff announcements are deemed to be abusive.

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- g. Customer shall not accept collect calls or allow End Users to do so. For the purpose of this paragraph “collect calls” means calls for which charges are accepted and paid by End Users. In case collect calls are accepted by Customer or an End User, Customer agrees to bear the costs associated herewith.
 - h. The numbering format supported by Bandwidth is ITU E.164, as set forth in the international E.164 Numbering Plan.
 - i. Customer expressly acknowledges that a number of service functionalities available via publicly available telephony services, including but not limited to access to emergency services and directory enquiries, may not be provided with all Services. Customer shall refer to the Service Restrictions and Bandwidth’s website to confirm which features are available for its purchased Services and coverage.
7. **Restricted Uses**
- a. **Bandwidth Network**
 - i. Customer shall not make outgoing calls or send Messages or faxes using a Bandwidth Number as CLI via a third party provider, unless mutually agreed in writing by the Parties.
 - ii. If Customer utilizes any CLI format other than E.164 format, Customer shall be fully responsible for any consequences resulting from the altered presentation.
 - iii. Solely to the extent applicable to Customer’s authorized use of the Services, should Customer resell Bandwidth’s services or make use of Bandwidth’s EVT, Customer shall not violate the guiding principles on CLI presentation (“CLIP”) and CLI restriction (“CLIR”). In particular, Customer will (i) upon terminating a call, show the CLI when the caller opted for CLIP and block CLI presentation when the caller opted for CLIR, (ii) keep CLI information confidential and only make use of CLI information for the purpose of providing a telecommunication service (e.g., call conveyance, operator assistance, emergency services, billing and managing the network); and (iii) where required by applicable legislation, Customer will have its own mechanisms and solutions to authenticate users, calls, and detect any scam, fraud, or artificially inflated traffic.
 - b. **Inbound and Outbound Voice Services**
 - i. Voice Services shall not be used for call-back applications or any applications that primarily use signaling resources, as opposed to Channels. To the extent Bandwidth incurs costs resulting from call-back or signaling-based applications by Customer or any of its End Users, Bandwidth will pass on such costs entirely to Customer. For the purposes of this clause, a “call-back application” shall mean an application that uses signaling resources that returns a call to the number of the calling party.
 - ii. Before using a Number for calling card purposes, Customer will consult with Bandwidth to determine whether this is allowed in the country/area the Number is associated with.
 - iii. Should Customer’s On-net Calls constitute 20% or more of the total minutes of all outbound voice calls on Customer’s account during a given month, all On-net Calls over this threshold will incur UBCs at the rates indicated in the Price List.
 - c. **Messaging Services**

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- i. Customer acknowledges that the Messaging Service, as provided by Bandwidth, is not a marketing service.
 - ii. The Messaging Service is a P2P service and may be used by Customers or End Users for sending P2P traffic only. Messages must be initiated by human interaction. The Messaging Service cannot be used for sending bulk notifications or other marketing campaigns which do not comply with the usage of long virtual numbers and fall outside the scope of national regulatory or industry guidelines (such as the CTIA Messaging Principles and Best Practices).
 - iii. Mobile Numbers shall not be used with a corresponding IMSI to provide a SIM-based network access service.
 - iv. Bandwidth may limit the total amount of Messages that can be sent per day by a Number to a given country. It is Customer's sole responsibility to consult these limitations in the Service Restrictions.
 - v. Bandwidth's Messaging Service must be used for the purposes of engaging in a bi-directional conversation with the end user. As such, one-way messaging activities are explicitly prohibited.
 - vi. Mobile Numbers may only be used for Services offering Mobile Usage and/or specific features, such as Messaging Service.
 - vii. Mobile Numbers may only be assigned to physical persons and used for P2P communications only.
- d. **Emergency Services**
- i. Customer must not permit emergency calls to be placed from locations other than the location Customer has registered an activated Number, unless expressly permitted in a country's Service Restrictions.
 - ii. Customer shall participate in test calls if requested by Bandwidth in order to ensure operability.
 - iii. Customer acknowledges the limitations VoIP-based emergency calling services and is responsible for communicating such limitations to End Users.
 - iv. Solely to the extent applicable to Customer's authorized use of the Services, if Customer resells Bandwidth's Emergency Services, Customer shall not block or limit access to End Users, even when they are in breach of their contract with Customer.
 - v. Customer acknowledges that the activation of a Number for Emergency Services or a change of an End User's location information may require up to seven (7) Business Days to fully complete.
- e. **Directory Services**
- i. Customer is solely responsible for the accuracy of the data provided to Bandwidth, and Bandwidth reserves the right to exclude any incorrect, incomplete or non-compliant data from publication.
 - ii. Customer agrees that the directory information published in the universal directory of the country where the Number was allocated may also be transferred to other commercial directory services providers of the country.
 - iii. Customer acknowledges and agrees that the name, address and Number details published in the applicable directory services will also be available for reverse query (*i.e.*, search based on the Number to identify the name and address of the End User).

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- iv. Bandwidth may decline to publish directory information that fails to meet the regulatory requirements for a country.

8. Miscellaneous

- a. The list of countries serviced by Bandwidth can be found on Bandwidth's webpage, as amended from time to time, available at: <https://www.bandwidth.com/coverage/>.
- b. Bandwidth's Inbound Voice and Outbound Voice Services are ordered and provisioned as separate, standalone Voice Services. Under the laws and regulations of the United States, these distinct Services each constitute a Non-Interconnected VoIP service. Neither Service facilitates the origination *and* termination of real-time voice communications. Any Customer in the United States acknowledges this classification and, should Customer use either or both Services as inputs to a repackaged Interconnected VoIP service, Customer shall comply with the obligations applicable to Interconnected VoIP.

9. Definitions

- a. **"Calling Line Identity" or "CLI"** means information identifying the originating telephone number and/or name of the calling party transmitted to the recipient of a call.
- b. **"Channel"** means the bandwidth provisioned by Bandwidth to enable a single concurrent voice call.
- c. **"Message(s)"** means a text-based communication sent or received with the Bandwidth Messaging Service, including SMS messages exchanged between Customers or End Users and end users on the public switched telephone network.
- d. **"Mobile Number"** means a Number that, according to its national numbering plan, can be used for Mobile Usage.
- e. **"Mobile Usage"** means characteristic of a telecommunications service that is used while in motion, pursuant to which an end user moving over long distances is able to use the Service without any interruption.
- f. **"NRA"** means a national regulatory authority or any other competent authority that establishes and/or enforces rules, regulations and guidelines applicable to the Service(s) offered by Bandwidth.
- g. **"Number"** means a telephone number used by Customer to receive a Service, as further specified in the Service Description.
- h. **"On-net Call"** means a voice call that both originates and terminates on Bandwidth's network.
- i. **"Price List"** means the pricing schedules applicable to Customer's Service(s) and available from Customer's account and/or on the web portal.

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- j. **“Service Restrictions”** means usage policies and guidelines that establish how Customers may use Bandwidth’s Services, which are available from a Customer’s account and as may be amended from time to time. Service Restrictions viewable at: <https://app.voxbone.com/home/#/information/restrictions>.
- k. **“Usage Based Charges or UBCs”** means any transactional fees, such as per minute fees, call set-up Fees or per message fees. Usage Based Charges are applicable for certain Services and are deducted from the account at the moment of usage of such Services.

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