

## Reseller Hosted Messaging Product Terms

These Reseller Hosted Messaging Product Terms (the “**Product Terms**” ) supplement the Bandwidth Reseller Services Agreement, or any other separate written agreement entered into between the Parties in which Reseller is expressly authorized to resell the Services, as applicable (the “**Services Agreement**”). Capitalized terms not elsewhere defined in these Product Terms will have the meaning ascribed to them in the Services Agreement, applicable Supplemental Legal Terms, or any applicable Order Form.

### 1. Service Description

Messaging is a Short Message Service delivering messages between Reseller-provided IP address(es) or domain(s) and Bandwidth’s Messaging facilities (“**Messaging**”) and which is an enhanced routing and processing function for sending and delivering messages for Reseller via Bandwidth’s Hosted Messaging. “**Hosted Messaging**” means the Electronic Tool that Bandwidth makes available to permit Reseller to obtain Messaging from Bandwidth with respect to TNs and/or TFNs (each as defined below) provided to Reseller by Bandwidth or by third party provider(s). **Messaging provided by Bandwidth through Hosted Messaging does not include the provisioning of any Short Codes, but may include Messaging from a Short Code to a TN or TFN included in Hosted Messaging and/or Messaging from a TN or TFN included in Hosted Messaging to a Short Code; for clarity, no applicable Service Level Agreement will apply to any such Messaging to or from a Short Code that may be available from time to time.**

**Neither Hosted Messaging nor Messaging includes any voice service. Voice calls made to any TN or TFN included in Hosted Messaging at any time, including, without limitation, any 911 call(s), will be routed to the voice service provider(s) of such TN or TFN, as the case may be, even if the TN associated with the calling party is otherwise provided by Bandwidth.**

**Reseller’s use of Messaging must comply with any applicable CTIA Messaging Principles (as defined below) and all applicable laws.** Reseller will be solely responsible for the evaluation and qualification of Reseller’s actual and prospective End Users, customers and/or Subscribers’ use cases to ensure such use cases follow applicable Messaging Principles. Any SMS message that does not comply with the CTIA Messaging Principles constitutes a violation of the AUP and these Product Terms. “**CTIA Messaging Principles**” means (1) the latest version of the CTIA Messaging Principles and Best Practices, 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 The Wireless Association.

Notwithstanding any other provision of these Product Terms, Reseller and its End Users are permitted to send up to thirty (30) messages per second through SMS per TFN, provided, however, (1) Bandwidth makes no assurances that any such use of Messaging will be (1) compliant with any applicable CTIA Messaging Principles; (2) the foregoing permission will not in any way alter, amend or modify Reseller’s obligations pursuant to these Product Terms, including, without limitation, pursuant to Section 2 below, or Bandwidth’s rights pursuant to these Product Terms, including, without limitation, any right to suspend or terminate Messaging; and (3) Bandwidth will configure the aggregate messages per second through the aggregated TFNs (and TNs) based upon Reseller’s historical and forecasted utilization.

Reseller (i) may use or otherwise enable any telephone number (including, without limitation, TFNs (as defined below)) (each individually a “**TN**” and collectively “**TNs**”) provided by Bandwidth or third party provider(s) at any time in connection with Messaging through Hosted Messaging, and (ii) will serve as the Responsible Organization (as defined below) with respect to all TFNs used by Reseller in connection with Messaging, unless Bandwidth serves as such Responsible Organization with any applicable TFN. “**TFN**” means a toll free number assigned to Reseller. “**Responsible Organization**” means the Party hereto that is responsible for managing and administering the account records in the Toll Free Service Management System Database.

**Messaging includes the delivery or receipt of any International Message pursuant to the Rates provided in the Rate Sheet attached to the SOF to which these Product Terms are attached. “International Message”** means a message from or destined to any operator or user of a communications network operator other than in Zone 1 (as defined below). **Messaging does not include the delivery or receipt of any International MMS Message. “International MMS Message”** means an MMS message from or destined to any operator or user of a communications network operator other than in Zone 1.

“Zones” are as defined from time to time by Bandwidth in Bandwidth’s Support Center, which can be found here, and may be updated upon ten (10) days prior written notice to Reseller: <https://support.bandwidth.com/hc/en-us/articles/360003705673-Messaging-Carrier-Reach-International>.

## 2. Service Limitations

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 Messaging traffic Bandwidth deems to be in violation of the Services Agreement, these Product Terms, the AUP, and/or any agreements, arrangements and/or practices of or between Bandwidth and any carriers and/or other service providers. Any violation of any of the foregoing provisions of this Section 2 could cause Reseller’s TN and/or any applicable TN or TFN to be blocked for outbound 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 messages deemed by Bandwidth in its reasonable 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) and any such blockage will be without prejudice to any other right or remedy that Bandwidth may have due to any such messages pursuant to the Services Agreement, these Product Terms, the AUP or otherwise. If any such blocking of any messages occurs, Bandwidth may in its reasonable discretion attempt to block only the TNs or TFNs breaching these Product Terms and/or jeopardizing Bandwidth’s network. If the blocking of individual TNs or TFNs is not feasible for any reason, as determined by Bandwidth in its reasonable discretion, Bandwidth reserves the right to block all message(s) initiated by Reseller and/or any applicable End Users, Reseller’s customers, and/or Subscriber(s) of Reseller. If Bandwidth blocks any messages pursuant to this Section 2, Bandwidth will make commercially reasonable attempts to notify Reseller 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. Reseller acknowledges and agrees that messages to or from Reseller or Reseller’s End Users, customers and/or Subscribers may be blocked by carriers or other service providers for reasons known or unknown to Bandwidth and Bandwidth is under no obligation to investigate or remedy any such blockage for Reseller or any of Reseller’s End Users, customers or Subscribers. Bandwidth does not guarantee delivery, regardless of the reason, of any messages.

## 3. Reseller Equipment; Electronic Tools; Reseller Responsibilities

- a. **Reseller Equipment.** Bandwidth will not provide any Reseller Equipment or any Electronic Tools, except as may be expressly set forth in writing executed by Reseller and Bandwidth. Reseller will, at Reseller’s sole cost, be responsible for providing all equipment (including proxy servers), software, facilities and IP connectivity (including, without limitation, connectivity to End Users) necessary for Reseller’s use of the Service(s) contemplated by these Supplemental Terms and Reseller’s network to use such Service(s), and for providing and ensuring the successful installation of all equipment and software necessary for Reseller to use such Service(s). Reseller will have the sole responsibility to input, validate and maintain accurate information with respect to the End Users; Reseller will furthermore be solely responsible for all support of End Users.
- b. **Intellectual Property.** Each Electronic Tool is the intellectual property of Bandwidth. Reseller will not delete or alter the copyright, trademark, and other proprietary rights notices or markings appearing on any Electronic Tool. Any third party intellectual property included in any Electronic Tool is the property of the respective owner of such intellectual property. Nothing in the Services Agreement or these

Supplemental Terms gives Reseller any right or license to any trademarks and/or trade names (whether registered or unregistered), logos, icons, slogans, banners, screen shots, trade dress, links or other brand features of Bandwidth, without Bandwidth's prior written consent. If Reseller provides suggestions, comments and/or other feedback to Bandwidth with respect to the Service(s) or any Electronic Tool, Bandwidth may, in connection with any of its products or services, freely use, copy, disclose, license, distribute and/or exploit any such suggestions, comments and/or other feedback and without obligation or restriction. Bandwidth will retain sole ownership of any such suggestions, comments and/or other feedback; provided, however, Bandwidth grants to Reseller a perpetual, royalty-free, non-exclusive, non-transferable (other than pursuant to a sale of all or substantially all of the assets of Reseller and/or a change in control of Reseller), non-sublicensable (other than in connection with its actual incorporation in or with any of Reseller's products or services) license to any such suggestions, comments and/or other feedback to Bandwidth for Reseller's use.

- c. **License to Electronic Tools.** Bandwidth grants Reseller a non-exclusive, non-transferable (except to the extent the Services Agreement is assigned or transferred by Reseller in accordance with its terms) license to use such Electronic Tools (and any documentation, user guides or other similar materials that Bandwidth may provide to Reseller) solely in connection with Reseller's internal use of the Service(s) during the Services Term. Reseller will use the Electronic Tools solely for lawful purposes in connection with Reseller's internal use of the Service(s) during the Services Term. Reseller will not, directly or indirectly: (A) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Electronic Tools; (B) modify, translate or create derivative works based on the Electronic Tools; (C) rent, lease, distribute, sell, resell, assign, display, host, outsource, disclose or otherwise commercially exploit or otherwise transfer rights to the Electronic Tools or make the Electronic Tools available to any third party; (D) use the Electronic Tools for timesharing or service bureau purposes or otherwise for the benefit of a third party; (E) copy, reproduce, post or transmit any Electronic Tools in any form or by any means.
- d. **Reseller Responsibilities.** Reseller is responsible for (a) providing accurate, complete, and current information, and (b) keeping all information accurate and complete, including, but not limited to charges, costs, transactions, and activities conducted through or with such Electronic Tools. Reseller is responsible to safeguard, monitor, and manage access to the Electronic Tools, and Reseller shall remain solely responsible for all acts, omissions, and activities conducted on or through the Electronic Tools. Bandwidth will not be liable for any loss or damage arising from unauthorized use of the Electronic Tools.

#### 4. **Connection**

Reseller must connect to Bandwidth's network in a manner and at locations determined by Bandwidth. Reseller will, at Reseller's sole cost, be responsible for providing all equipment (including proxy servers), software, facilities and IP connectivity (including, without limitation, connectivity to Reseller's End Users, customers, or Subscribers) necessary for Reseller's Messaging applications and Reseller's network to operate with Messaging, and for providing and ensuring the successful installation of all equipment and software necessary for Reseller's End Users, customers or Subscribers to use services sold to such End Users, customers or Subscribers. Reseller will have the sole responsibility to input, validate and maintain accurate information with respect to Reseller's End Users, customers, and/or Subscribers. Reseller will furthermore be solely responsible for all support of and for Reseller's End Users, Reseller's customers, and/or Subscribers as it relates to Messaging. Reseller is responsible for maintaining continuous availability to receive messages from Bandwidth via IP connectivity.

5. **Charges and Rates.** All Services are provided pursuant to the rates set forth in the Rate Sheet.

#### 6. **Letters of Authorization; Related Matters**

In order to utilize Hosted Messaging and Messaging, Reseller will be required to produce valid Letters of Authorization ("**LOA**") from the original certified local exchange carrier that any given TN is associated with in the local exchange routing guide ("**LERG**"). The required LOA will be obtained by Reseller from its underlying carrier

for the TNs being added to Hosted Messaging that are not otherwise associated with Bandwidth in the LERG and Reseller only will add to Hosted Messaging TNs associated with Rate Center(s) made available by Bandwidth from time to time in Bandwidth's sole discretion. The LOA will be subject to Bandwidth's review and approval and Bandwidth retains sole discretion to determine whether the LOA is acceptable for use together with Hosted Messaging and Messaging. The LOA will expressly be for the use of TNs that Reseller has obtained from a certified local exchange carrier which has lawfully obtained the relevant TNs from the North American Number Plan Administrator ("**NANPA**") and provided to Reseller for the installation and use for SMS and/or MMS. The LOA must authorize Reseller to utilize the TNs with Bandwidth to enable SMS/MMS services and traffic routing features that may include rearranging Reseller's point of interconnection separately from the original certified local exchange carrier. Any TNs not leased by Reseller according to the local exchange carrier's authorization will not be eligible for SMS/MMS routing. In accordance with accepted LOAs, Bandwidth and Reseller will work in good faith to establish, register and maintain all requisite service provider identification ("**SPID**") with third party provider(s) and to resolve any and all related technical and operational issues associated with the LOA. Reseller is solely responsible for its on-going relationship with its vendors, including, without limitation, the original certified local exchange carrier associated with TNs being utilized with Hosted Messaging and Messaging. Bandwidth does not guarantee un-impeded, on-going routing of SMS/MMS traffic, which is subject to the continued approval and authorization of each original certified local exchange carrier. For clarity, if Reseller ports any applicable TN included in Hosted Messaging to any other carrier or provider, Reseller will be solely responsible for the immediate deprovisioning such TN from Hosted Messaging.

## 7. Additional Terms

### a. The following applies only if Reseller utilizes Multimedia Messaging Service in connection with any TN to which Messaging applies:

Multimedia Messaging Service ("**MMS**") delivers messages between Reseller-provided IP address(es) or domain(s) and Bandwidth's Messaging facilities if such messages include multimedia content and/or two or more intended recipients. Reseller acknowledges and agrees that MMS interoperability is an evolving standard. Messages are exchanged between service providers on a best efforts basis, and Bandwidth does not guarantee delivery. Reseller will pay Bandwidth with respect to MMS pursuant to Section 4. All Product Terms applicable to Messaging pursuant to the Services Agreement, these Product Terms or otherwise also will apply to MMS. For clarity, Reseller will be solely responsible for compliance by Reseller (and by Reseller's End Users, customers and/or Subscribers) with any CTIA Messaging Principles applicable to any utilization of MMS by Reseller, Reseller's End Users, Subscribers or any other person or entity to which Reseller provides any services utilizing MMS.

### b. Additional Terms Concerning Carrier Charges

If there are termination fees or other related charges levied by a carrier or any third party for the traffic processed by Bandwidth on behalf of Reseller that are required to provide a transaction for Messaging or MMS (collectively, "**Carrier Charges**"), Bandwidth may pass on to Reseller those Carrier Charges to the extent Bandwidth has complied with the provisions of this Section 7. Bandwidth will first provide at least thirty (30) calendar days' advance (or such lesser period if any applicable carrier or any third party imposes such Carrier Charges with less than thirty (30) calendar days' advance notice or no notice at all) written notice to Reseller of such Carrier Charges (the "**Charge Notice**"). Following the thirty (30) day (or such lesser period as described above) notice period, Reseller will be fully responsible for all such fees incurred unless and until Bandwidth receives the Reseller Rejection (as defined below). As between Reseller and Bandwidth only, Bandwidth has sole control over the cessation of such fees on Reseller's behalf. In no event shall Bandwidth charge Reseller the charges set forth in a Charge Notice prior to the expiration of the thirty (30) day (or such lesser period as described above) notice period, nor shall Bandwidth charge Reseller any Carrier Charges that have been rejected in a Reseller Rejection (but only for the period following Bandwidth's receipt of the Reseller Rejection).

If Reseller elects to reject any such fees described in a Charge Notice, Reseller will notify Bandwidth in writing (including email notification) that it rejects such fees going forward (a "**Reseller Rejection**").

Upon Bandwidth's receipt of the Reseller Rejection, and depending upon the nature of the applicable fees, as determined by Bandwidth in Bandwidth's reasonable discretion, Bandwidth will immediately cease exchanging Messaging or MMS traffic, as applicable, with such third party on behalf of Reseller.

## 8. Definitions

- a. **"AUP"** means Bandwidth's Acceptable Use Policy, available at <https://www.bandwidth.com/legal/acceptable-use-policy/>.
- b. **"Campaign"** means a Messaging-based one-way or two-way conversation that an End User "opts in" to receive and Campaigns are assigned to one or more Short Code(s).
- c. **"Electronic Tools"** means service ordering/management systems, Bandwidth APIs, and/or any other computer software that Bandwidth makes available to Reseller for use with the Services.
- d. **"PSTN"** means the Public Switched Telephone Network.
- e. **"Short Code"** means a 5, or 6-digit number that represents either the originating or terminating end of a Messaging conversation, as the case may be and Short Codes are associated with one or more Campaigns.
- f. **"Short Message Service" or "SMS"** means the text communication service component of mobile communication systems that allows the exchange of short text messages between fixed line or mobile phone devices.
- g. **"Toll Free Service"** means an IP termination service for PSTN originated calls to terminate to TFNs provided by Bandwidth.

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