

Reseller Inbound Calling

Product Terms

These Reseller Inbound Calling 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.** Inbound Calling allows Resellers to receive calls that terminate at local, geographical telephone numbers procured from Bandwidth.
 - a. **Call Recording.** Inbound Calling may provide a function that allows the recording of individual telephone conversations. Bandwidth will retain any recording for thirty (30) days from the date of any applicable recording, unless the Services Agreement and/or the Order Form earlier terminate, in which event Bandwidth will have no further obligation to retain any recording thereafter. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, one must obtain consent from all parties to record a conversation. Reseller (and any applicable Subscriber or End User) is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Notwithstanding the foregoing, Bandwidth will only create a call recording as contemplated above if it receives an explicit request from the Reseller to do so. In order to make such a request, Reseller must write software to call a Programmable Voice API.
 - b. **Call Transcriptions.** Inbound Calling may provide a function that allows a transcription of recorded individual telephone conversations. Bandwidth will retain any transcription for thirty (30) days from the date of any applicable transcription, unless the Services Agreement and/or the Order Form earlier terminate, in which event Bandwidth will have no further obligation to retain any transcription. For clarity, call recording is a prerequisite to being able to transcribe a call, and therefore, the foregoing provisions regarding “Call Recording” apply to any call recorded and subsequently transcribed. Notwithstanding the foregoing, Bandwidth will only create a call transcription as contemplated above if it receives an explicit request from the Reseller to do so. In order to make such a request, Reseller must first record the call, as call transcription is based on call recording and further, Reseller must write software to call a Programmable Voice API.
 - c. **Media Streaming.** Inbound Calling may provide a function that allows the Reseller to stream the contents of a voice call to third-party services, specified by the Reseller, that have the capability to perform real-time analysis of the call. Bandwidth provides the streaming capability but does not retain the streamed voice media. Bandwidth will only stream media if it receives an explicit request from the Reseller to do so. The Reseller must write software to call a Programmable Voice API and specify where to direct the media stream.
2. **Service Exclusions.** Inbound Calling excludes: (a) Outbound Calling; (b) 911 / E911; (c) directory services including, but not limited to, 411 and NPA-555-xxxx; (d) all other x11 services; (e) Operator Services; (f) Collect Calling; (g) all other operator, assisted, or intercept calling services; (h) Caller ID Name or Location; (i) Class 5 Features; (j) TFNs / inbound Toll Free calling (unless otherwise expressly agreed in writing between Bandwidth and Reseller); and/or (k) 976, 900, and 1010xxx calling. Reseller may not (i) use or otherwise enable any TNs provided by Bandwidth (or its Affiliates) at any time in connection with any Usage, Messaging and/or any other form of traffic other than Usage, Messaging and/or any other form of traffic from Bandwidth and its Affiliates, or (ii) establish and/or operate peer-to-peer relationships with any third party(ies) with respect to any TNs provided by Bandwidth (or its Affiliates) at any time. For clarity, “peer-to-peer relationships” mean direct network interconnection arrangements that permit Reseller and any applicable third party to exchange traffic associated with TNs provided by Bandwidth directly to each other without utilizing Bandwidth’s network with respect to such traffic.

INBOUND CALLING DOES NOT INCLUDE ANY EMERGENCY SERVICE CALLS OR FUNCTIONALITIES.

- 3. **Subscriber and End User Information.** Reseller will have the sole responsibility to input, validate and maintain accurate information with respect to Reseller’s Subscribers or End Users; Reseller will furthermore be solely responsible for all support of and for Reseller’s Subscribers or End Users as it relates to Inbound Calling. For clarity, with respect to all Class 5 Features that Reseller may offer to Reseller’s Subscribers or End Users from time to time, Reseller will provide to Bandwidth all accurate information required to support Inbound Calling with respect to such services, even if Reseller obtains such information from Reseller’s applicable Subscribers or End Users.
- 4. **Charges and Rates.** All Services are provided pursuant to the Rate Sheet. New features and functionalities (collectively, “**New Features**”) added are not included in Reseller’s Rate Sheet. Bandwidth’s then-standard rates will constitute the rates for such Services, solely to the extent the Reseller uses the New Features.

If the Rate Sheet does not include Flat Rates, this paragraph will apply: Such rates will apply if Reseller commences using Inbound Calling within seven (7) calendar days of the “as of” date in the electronic file name of such rates. If such “as of” date in the electronic file name of such rates is more than seven (7) calendar days prior to Reseller’s receipt of such electronic file, then such rates may not be valid and Reseller must obtain a new electronic file of rates from Reseller’s sales or support contact with Bandwidth. **All rates are subject to change upon seven (7) calendar days’ prior notice.** Bandwidth will send such prior notice to Reseller via email to Reseller’s “Contact Name” as recorded in the “Reseller Contacts for Rate Change Notice” section on the applicable Order Form. Reseller will be deemed to have received and accepted such changed rates upon Bandwidth’s transmission of the email(s) containing the electronic file(s).

Inbound call duration is billed in initial six (6) second increments and additional six (6) second increments. Billing increments are set forth below:

Originating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US	6	6

- 5. **Porting Numbers.** Bandwidth may require a completed and signed Letter of Authorization (“**LOA**”) for any existing telephone numbers that Reseller wishes to port from another carrier to Bandwidth. Bandwidth may require the following from Reseller: a recent copy of the current phone bill which contains Reseller’s Billing Telephone Number (“**BTN**”) as well as a record of any numbers that need to be ported, a Reseller Service Record (“**CSR**”), and/or an Equipment Record (“**ER**”). 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 Reseller initiates the port request. Since the port interval is a product of the accuracy of the information provided to Bandwidth by Reseller, as well as the processing speed of Reseller’s current voice provider, Bandwidth makes no guarantees regarding the promptness of a port, however all ports will be provided consistent with applicable law.
- 6. **Number Management.** Reseller will obtain numbering resources from Bandwidth in amounts only reasonably necessary for Reseller to conduct its business and as contemplated by the Services Agreement. Bandwidth retains the right to reclaim non-utilized numbering resources that Reseller does not activate for use in its Account, to allow for usage within fourteen (14) days of ordering.
- 7. **Additional Terms**

The following applies to Toll Free Service only:

- a. **General.** Bandwidth is the Responsible Organization for TFNs for Toll Free Service. Toll Free Service may be used only as a toll-free inbound-only service and does not provide any Outbound Calling, 911 / E911 service, 411 or any Operator Services. Reseller will not use (or reconfigure to support such use) either Toll Free Service or any TFN obtained from Bandwidth in connection with Toll Free Service for any outbound calls placed by Reseller or Reseller's Subscribers or End Users, or any Improper Calls. In addition to any rights or remedies that may be available pursuant to the Services Agreement and/or the AUP, Bandwidth may immediately take any action to prevent Improper Calls, including, without limitation, denying Toll Free Service to particular numbers or terminating any Toll Free Service. If Reseller uses or reconfigures Toll Free service to place outbound calls, Reseller will pay Bandwidth for any such calls at Bandwidth's then-current applicable rates.
- b. **Regulatory Matters.** If any calls placed to Reseller via Toll Free Service contain a privacy indicator imposed by the originating telephone subscriber, Bandwidth will provide call detail information to Reseller, notwithstanding the privacy indication; provided, however, Reseller acknowledges and agrees that (i) Reseller will use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction; (ii) Reseller will not reuse and/or sell the TFN or billing information without first notifying the originating telephone subscriber and obtaining affirmative written consent of such subscriber for such reuse or sale; and (iii) except as permitted in (i) or (ii) above, Reseller is prohibited from using any information derived from ANI, 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 (D) complying with applicable law or legal process.

Bandwidth will determine the terminating carrier based on the terminating ANI.

The following applies to Directory Listing and related services only: Reseller may request Directory Listing, LIDB and/or CNAM. Upon the submission of any request for Directory Listing, Reseller represents and warrants that Reseller has obtained all necessary approvals for Directory Listing from the applicable subscriber in such request and Reseller will promptly provide Bandwidth with documentation evidencing Reseller's receipt of such subscriber approval upon Bandwidth's request. Reseller will retain such documentation for at least twelve (12) months after submission of the applicable request for Directory Listing. Bandwidth may, in its sole discretion, refuse to submit the applicable subscriber information for Directory Listing if Reseller fails to timely provide such documentation to Bandwidth. Reseller will not store or cache any CNAM data provided to Reseller by Bandwidth after Reseller performs any applicable CNAM look-up via Bandwidth's platform.

Additional Directory Listing Limitation. Bandwidth can only support a single Directory Listing per TN.

The following applies if Reseller uses Inbound Calling for call forwarding or other similar purposes: Additional charges apply with respect to any Outbound Calling resulting from Reseller's use of Inbound Calling to forward any applicable Inbound Call to another TN or TFN.

8. Definitions

- a. **"1010xxx"** means a code to manually choose a long-distance provider for an outbound call.
- b. **"411"** means a directory service allowing the lookup of residential or business contact information.
- c. **"900"** means a premium rate area code that is charged at a higher rate than normal.
- d. **"911 / E911"** means functionality that allows End Users to contact emergency services.

- e. **"976"** means a premium rate exchange that is charged at a higher rate than normal.
- f. **"ANI"** means automatic number identification.
- g. **"AUP"** means Bandwidth's Acceptable Use Policy, available at <https://www.bandwidth.com/legal/acceptable-use-policy/>.
- h. **"Class 5 Features"** means additional phone features beyond standard routing and audio. For example, both call hunting and voicemail are Class 5 Features.
- i. **"Collect Calling"** means a service in which a calling party can place a call at the called party's expense.
- j. **"CNAM"** means Caller ID with Name.
- k. **"CPN"** means called party number.
- l. **"Directory Listing"** means the inclusion of Reseller's activated TN in the United States or Canada and associated subscriber name in a relevant public database for directory listing. It is limited to a single listing instance per TN.
- m. **"Flat Rate Type"** means a fixed per minute pricing format whereby the rate is delineated by Interstate and Intrastate jurisdiction regardless of NPA-NXX or LATA/OCN.
- n. **"Improper Calls"** means call types that (i) would result in Bandwidth incurring originating access charges, local exchange carrier "DIP" fees or other call types that may be subject to a reverse billing process, (ii) 911 / E911 or other emergency service calls; (iii) any unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like; and/or (iv) mass calling events, excessive non-completed and invalid calls and failed calls due to inadequate Reseller capacity.
- o. **"Inbound Calling"** (or **"Inbound Calls"**) means a call from the PSTN through Bandwidth or another IP endpoint to Reseller.
- p. **"Interstate"** means a call which is originated and terminated in different states.
- q. **"Intrastate"** means a call which is originated and terminated in the same state.
- r. **"LATA"** means Local Access Transport Area. A geographic area within a telephone company's franchised territory which has been established in accordance with the Modification of Final Judgment (MFJ) for defining the area within which a telephone company may offer services.
- s. **"LIDB"** means Line Information Database.
- t. **"Messaging"** means a Short Message Service delivering messages between Reseller's IP address(es) or domain(s) and Bandwidth's Messaging facilities.
- u. **"NPA-555-XXXX"** means the fictitious non-working numbers used for entertainment and advertising.
- v. **"OCN"** means Operating Company Number. A four-character code assigned by the National Exchange Carrier Association (NECA) to any telecommunications provider.
- w. **"Operator Services"** means live operator assistance to caller usually when dialing "0".

- x. **“Outbound Calling”** means a call originated by a customer's end user that routes through the Bandwidth network to a destination on the PSTN or another IP endpoint.
- y. **“Programmable Voice API”** means a Bandwidth API that includes a range of voice functionalities including, but not limited to supporting call recording and transcriptions.
- z. **“PSTN”** means the Public Switched Telephone Network.
- aa. **“Responsible Organization”** means the Party hereto that is responsible for managing and administering the account records in the Toll Free Service Management System Database.
- bb. **“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.
- cc. **“Toll Free Calling” or “Toll Free”** means a call placed to a Toll Free number.
- dd. **“Toll Free Service”** means an IP termination service for PSTN originated calls to terminate to TFNs provided by Bandwidth.
- ee. **“TFN”** means a Toll Free number assigned by Bandwidth to Reseller (or that Reseller ports to Bandwidth) for use with the Bandwidth Toll Free Service.
- ff. **“TN”** means a telephone number assigned by Bandwidth to Reseller (or that Reseller ports to Bandwidth) (other than a TFN) and is used by Reseller in connection with any applicable Service.
- gg. **“Usage”** means call traffic (including SMS, MMS, or Short Code) measured in units, usually in minutes or seconds (except with respect to SMS).

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