

Reseller Messaging Product Terms

These Reseller 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.

- Service Description.** Messaging is a Short Message Service delivering messages between Reseller’s IP address(es) or domain(s) and Bandwidth’s Messaging facilities. Additionally, A2P Messaging is a Short Message Service delivering messages between Reseller’s IP address(es) or domain(s) and Bandwidth’s Messaging facilities that enables delivery of messages between TNs, TFNs, and/or Short Codes (each as defined below) associated with applications and/or other communication service(s) to TNs, TFNs and/or Short Codes associated with individual End Users (“**A2P Messaging**”), as determined by Bandwidth in its reasonable **discretion and interpreted in accordance with the applicable CTIA Messaging Principles (as defined below) and applicable laws.** Additionally, “**Toll-Free Messaging**” is a Short Message Service delivering messages (including messages that include multimedia content and/or two or more intended recipients) between Reseller’s IP address(es) or domain(s) and Bandwidth’s messaging facilities for intended delivery of any such message(s) to or from a TFN. “**Send-To**” is an A2P Short Message Service add-on for the Microsoft Teams platform. Send-To utilizes Bandwidth’s Messaging service to enable users of Microsoft Teams Channels to exchange SMS/MMS messages with parties external to the Teams Channels.

Compliance with CTIA Messaging Principles and Applicable Laws. Reseller’s use of Messaging and A2P Messaging must comply with any applicable CTIA Messaging Principles 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 CTIA Messaging Principles and, where applicable to A2P Messaging, subject to the provisions below regarding “Campaign Registration and/or Approval and Related Matters.” Any SMS message that does not comply with the CTIA Messaging Principles, applicable laws, and/or the provisions below regarding “Campaign Registration and/or Approval and Related Matters” (if applicable) constitutes a violation of the AUP. “**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) to the extent applicable, the latest version of the CTIA Short Code Monitoring Handbook, as amended, supplemented and/or superseded from time to time by the CTIA The Wireless Association; or (3) any other similar documents or guidelines promulgated from time to time by the CTIA The Wireless Association.

TN and/or TFN Utilization. Unless Bandwidth agrees in writing, Reseller will not use or enable any telephone number provided by Bandwidth (or its Affiliates) on the network of any other carrier or provider for Usage, SMS or other forms of traffic. This prohibition includes **TNs** and **TFNs** (as described below and collectively referred to as **TNs**). Except as may be expressly permitted by the CTIA Messaging Principles from time to time, including, without limitation, with respect to toll-free telephone numbers (each individually a “**TFN**” and collectively “**TFNs**”), Reseller may not 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. Bandwidth will serve as the Responsible Organization (as defined below) with respect to all TFNs used by Reseller in connection with Messaging and A2P Messaging, unless Reseller serves as such Responsible Organization with any applicable TFN. “**Responsible Organization**” means the Party hereto that is responsible for managing and administering the account records in the Toll Free Service Management System Database.

Reseller may not use Bandwidth’s TNs or TFNs to route messages over any other provider’s network.

Maximum Messages Per Second. Messaging limits the maximum number of messages Reseller may transmit measured on a per second basis. Unless otherwise determined by Bandwidth, the maximum number of

messages per second that Reseller may transmit with respect to any TN, TFN or Short Code is limited to one (1). For clarity, the foregoing maximum number of messages per second Reseller may transmit includes all messages sent and/or received by all Reseller's Subscribers or End Users on an aggregated basis with respect to any one (1) TN, TFN or Short Code. For clarity, this paragraph does not apply to A2P Messaging.

2. Service Requirements

a. When Reseller utilizes A2P Messaging, the following also will apply to A2P Messaging:

- i. **Campaign Registration and/or Approval and Related Matters.** A "Campaign" is an SMS-based, one-way or two-way conversation utilizing A2P Messaging that an End User consents to receive (or otherwise "opts in" to) in accordance with customary industry standards and applicable law. For Short Codes: Any Short Code Campaign (defined below) must be pre-registered and pre-approved by wireless carriers. For TFNs: Any Campaign use cases must be pre-approved by Bandwidth; however, individual Campaigns delivering SMS messages from TFN(s) do not need to be pre-registered with Bandwidth. For TNs: Any Campaign must be pre-registered pursuant to prevailing industry standards; however, in the absence of any applicable industry standards, as reasonably determined by Bandwidth, a Campaign use case must be registered with Bandwidth.
- ii. Unless expressly authorized by Bandwidth in writing, Reseller will not use A2P Messaging for any Campaign for: (a) Affiliate lead and/or commission generation, (b) advertisements for loan(s); (c) credit repair; (d) debt relief; (e) "work from home," "secret shopper" or other similar advertising Campaigns; (f) lead generation Campaigns that state or imply sharing of collected information with third parties; (g) the improper creation or resale of phone verified accounts for services not owned by Reseller; (h) third party debt collection; (i) any other message(s) (or types of message(s)) not in compliance with the recommendations of and/or prohibited by the then-effective CTIA Short Code Monitoring Handbook; and/or (j) any content or purpose in violation of the AUP. Bandwidth may revoke, at any time and in its sole discretion, any authorization provided by Bandwidth to permit any such use of A2P Messaging.
- iii. Reseller will not (i) use any methods designed or intended to evade fraud, spam and/or other similar controls utilized by Bandwidth and/or applicable wireless carriers; (ii) send SMS messages from more source TNs, TFNs and/or Short Codes than reasonably necessary to support the functioning of Reseller's application(s) (also known as "snowshoeing"); (iii) utilize dynamic routing that results in frequent changes to the delivery path of SMS message(s) delivered with A2P Messaging; or (iv) use URL shorteners other than in accordance with customary industry practices.
- iv. Any Campaign must require End User consent to receive any SMS message(s) delivered with A2P Messaging. Any Campaign also must permit any applicable End User(s) to revoke any prior consent at any time and in any manner consistent with customary industry standards, including, without limitation, the text of the word "Stop." Reseller will ensure that End User(s) are informed of (and have readily available access to) a process to cancel receipt of SMS message(s) from any applicable Campaign and/or "opting out" of any such SMS message(s). Reseller will immediately stop sending SMS message(s) to any End User who has "opted out" of any applicable Campaign.
- v. Bandwidth may block, without notice and in Bandwidth's sole discretion, any A2P Messaging traffic that Bandwidth deems not to comply with these Product Terms. Reseller will cooperate with Bandwidth to promptly resolve any End User complaints regarding any Campaign. Reseller will use its reasonable efforts to promptly notify Bandwidth (but in no case more than three (3) days) if Reseller receives complaints from End User(s) regarding any Campaign or otherwise becomes aware of alleged acts or omissions that otherwise would violate these Product Terms. Reseller also will comply with any other existing or future regulatory obligations and/or customary industry standards that apply to any Campaign from time to time.

- b. If Reseller fails to comply with these Product Terms, Bandwidth may suspend and/or terminate any A2P Messaging Services, any applicable TN, TFN, Short Codes, and/or the Services Agreement and/or any applicable Order Form upon any such event of non-compliance.

- c. **Message Class.** If applicable, Bandwidth will signal to applicable wireless carriers a Message Class for Reseller's A2P Messaging traffic. A "**Message Class**" designates a Reseller's risk profile, allowed per-number throughput, and can only be assigned by Bandwidth, wireless carriers, or a designated reviewing party; a Message Class only applies to long code A2P Messaging traffic. Reseller will have access to a single Message Class, which will be designated after an initial Campaign review by Bandwidth, wireless carriers or a designated reviewing party. Reseller acknowledges and agrees that any Message Class designated to Reseller may result in Message Class tag(s) for any applicable A2P Messaging traffic from Reseller and may affect per-number throughput to applicable wireless carriers and/or delivery of any applicable A2P Messaging message(s). In addition to any other rights Bandwidth may have pursuant to the Services Agreement and/or these Product Terms, failure to comply with these Product Terms, including, without limitation, may result in a change to Reseller's Message Class.
- d. **De-Activation.** Reseller will remove de-activated TNs, TFNs and/or Short Codes (as applicable) from all A2P Messaging Services using best efforts to remove such de-activated TNs, TFNs and/or Short Codes within twenty-four (24) hours, but in no event more than forty-eight (48) hours of Bandwidth making available to Reseller through existing operational processes a file of de-activated TNs, TFNs and/or Short Codes.
3. **Service Limitations.** Messaging and A2P Messaging do not provide any audio and/or voice capabilities and/or other features. 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 and A2P 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 3 could cause Reseller's TN, TFN, Short Code and/or any applicable TN, TFN, or Short Code 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 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) 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 discretion, attempt to block only the TNs, TFNs, and/or Short Codes breaching these Product Terms and/or jeopardizing Bandwidth's network. If the blocking of individual TNs, TFNs, or Short Codes is not feasible for any reason, as determined by Bandwidth in its sole and unfettered discretion, Bandwidth reserves the right to block all message(s) initiated by Reseller and/or any applicable End Users, customers and/or Subscriber(s) of Reseller. If Bandwidth blocks any messages pursuant to this Section 3, 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; Bandwidth is under no obligation to investigate or remedy any such blockage for Reseller or any of Reseller's End Users, Reseller's customers, or Subscribers. Bandwidth does not guarantee delivery, regardless of the reason, of any messages.

With respect to any Messaging or A2P Messaging attributable to any TN(s) associated with Canada (also known as Zone Canada). Reseller will not at any time utilize any Message Distribution Management (as defined below) and/or utilize Messaging or A2P Messaging in any manner that results in Disproportionate Messaging Distribution (as defined below) in connection with Reseller's use of Messaging or A2P Messaging in Canada. Reseller acknowledges and agrees that the Rates applicable to the Services offered to Reseller by Bandwidth are offered in reliance upon Reseller's foregoing agreement. "**Messaging Distribution Management**" means any process or system of analyzing, selecting and directing the use of Messaging in any manner based on cost. "**Disproportionate Messaging Distribution**" means any use of Messaging or A2P Messaging during any

calendar month that results in the delivery of SMS and/or MMS messages to wireless operator(s) and/or other(s) in a manner that causes more than fifty percent (50%) of Reseller's aggregate SMS and/or MMS messages to any single wireless operator; for the purposes of calculating the applicable percentage with respect to any applicable calendar month with respect to each Canadian wireless operator, the numerator will equal the aggregate SMS and/or MMS messages delivered to each applicable Canadian wireless operator (including its respective affiliate(s)) and the denominator will equal the aggregate SMS and/or MMS messages delivered to all Canadian wireless operators. For clarity, this paragraph applies only to Messaging or A2P Messaging subject to the Network Access Rate as set forth in the Rate Sheet.

4. 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.

5. **Connection.** Reseller must connect to Bandwidth's network in a manner and, if applicable, 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, Reseller's customers or Subscribers) necessary for Reseller's Messaging and/or A2P Messaging applications and Reseller's network to operate with Messaging and/or A2P 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, Reseller's customers or Subscribers; Reseller will furthermore be solely responsible for all support of and for Reseller's End Users, Reseller's customers or Subscribers as it relates to Messaging and/or A2P Messaging. Reseller is responsible for maintaining continuous availability to receive messages from Bandwidth via IP connectivity.
6. **Interoperability.** If applicable, Reseller and Bandwidth will reasonably cooperate with each other to test to ensure interoperability between Bandwidth and Reseller's networks and systems. All necessary interoperability testing will be completed within a reasonable time. If after completion of initial interoperability, Reseller plan to make upgrades, updates and/or enhancements (collectively "**Configuration Changes**"), Reseller will notify Bandwidth prior to implementing a Configuration Change so that Reseller 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 Product Terms. 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. **Charges and Rates.** All Services are provided pursuant to the Rate Sheet.
 - a. **Message Rating.** Messaging and/or A2P Messaging rates messages for billing purposes on a per message segment sent and/or received basis. Billable components of each message are based on: (i) the authorized IP sending a message ("**Outbound Message**"), and (ii) Reseller and/or Subscriber of a TN, TFN or Short Code receiving a message ("**Inbound Message**"). Long message content will be split into multiple billable segments based on received data encoding. If any fee(s) is imposed by any destination network, including, without limitation, any international termination fee(s), Bandwidth will charge Reseller such fee(s) and reserves the right to include an administrative or other fee(s) in addition to any such fee(s). For clarity, this paragraph applies to both Messaging and A2P Messaging Services.
 - b. **Carrier and/or Third Party Fees and Charges.** If there are termination fees, additional out-of-pocket fee(s), or other charges levied by a carrier or any third party for the traffic processed by Bandwidth on behalf of Reseller, including, without limitation, carrier fee(s) and/or code administrator fee(s), Bandwidth will invoice Reseller for those fees and any fees required to support the transaction. Bandwidth will, to the extent reasonably practicable, notify Reseller in writing (including email notification) in advance of any charge or fee assessed by a carrier and/or third party in connection with Reseller's receipt of the Services set forth herein. If it is not reasonably practicable for Bandwidth to provide notice to Reseller of any such fees, Bandwidth will provide such notice promptly upon the date Bandwidth is notified that such fees have commenced.
8. **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 a recent copy of the current phone bill that contains Reseller's Billing Telephone Number ("**BTN**") as well

as a record of any TNs and/or TFNs that need to be ported, a Reseller Service Record (“**CSR**”), and/or an Equipment Record (“**ER**”). Bandwidth must receive the 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 TNs and/or TFNs 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.

9. **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.

10. Additional Terms

- a. **The following applies only if Reseller utilizes Multimedia Messaging Service in connection with any TN, TFN, or Short Code to which Messaging and A2P 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 the rates set forth in the Rate Sheet. For clarity, such rates will apply to each intended recipient and/or each text message. All terms and conditions applicable to Messaging and A2P 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, Reseller’s 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. **The following applies only if Reseller utilizes 2 Factor Authentication in connection with any Messaging Service:**

2 Factor Authentication (“**2FA**”), also known as Multi-Factor Authentication (“**MFA**”), is a service that provides Resellers with the ability to request a unique, time-limited code be sent to an End User on a pre-established communication channel for the purpose of validating, verifying or authorizing such End User. 2FA is commonly used as a method of authentication for End User service log-ins, but may be used in a variety of other use cases that may require validation, verification or authentication information delivery.

- c. **The following applies only if Reseller uses Short Codes:**

- i. A “**Short Code**” is a 5, or 6-digit number that represents either the originating or terminating end of an SMS conversation, as the case may be. Short Codes are associated with one or more Campaigns. A “**Short Code Campaign**” is an SMS-based one-way or two-way conversation that an End User “opts in” to receive; Short Code Campaigns are assigned to one or more Short Code(s).
- ii. Reseller may access available common Short Codes through Bandwidth’s Electronic Tools. Bandwidth will route any applicable SMS with respect to any applicable Short Code to applicable aggregator(s), which aggregator(s) gather(s) and manage(s) Short Codes from applicable content provider(s) associated with the applicable Short Code. Reseller’s use of all

Short Codes will comply with applicable CTIA Messaging Principles and/or any guidelines established from time to time by the Mobile Marketing Association.

- iii. For all recurring Short Code Campaigns, automatic responses for the following keywords will be implemented by Reseller:
 - 1. HELP – Reseller will send a HELP message after the mobile subscriber texts the HELP keyword. Short codes should reply with additional contact information to any mobile subscriber requests for help.
 - 2. STOP - Reseller will send an opt-out message after the mobile subscriber texts the STOP keyword. The opt-out message confirms that the mobile subscriber has been opted out of the program.
 - 3. “Message and Data Rates May Apply”– A version of this language will appear on the initial welcome message after the mobile subscriber opts-in.
- iv. For all recurring SMS or Short Code Campaigns, the following will be made available to the mobile subscriber during the opt-in process:
 - 1. Reseller’s privacy policy;
 - 2. Reseller’s terms and conditions; and
 - 3. Disclaimer regarding destination carriers are not liable for delayed or undelivered messages.

d. The following applies only if Reseller obtains Messaging or A2P Messaging as a product without Inbound Calling pursuant to any applicable Order Form:

Porting Numbers. Bandwidth will require a completed and signed Letter of Authorization (“**LOA**”) for any existing telephone numbers or Short Codes Reseller wishes to port from another carrier to Bandwidth. Bandwidth may require a recent copy of the current phone bill, which contains Reseller’s Billing Telephone Number (“**BTN**”), Short Code lease, record of Campaign approval history 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 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.

e. The following applies only if Reseller selects any International SMS / MMS Service (as defined below) in connection with Messaging pursuant to any applicable Order Form:

- i. “**International SMS / MMS Service**” means, subject to these Product Terms, the transmission of International MMS Messages and/or International SMS Messages as selected by Reseller as an “International” feature pursuant to any applicable Order Form.
- ii. “**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 in Zone Canada (also known as Canada, unless subsequently modified in accordance with these Product Terms), Zone 2, Zone 3, Zone 4 or Zone 5.
- iii. “**International SMS Message**” means an SMS message from or destined to any third-party operator or user of a communications network operator in Zone Canada (also known as Canada,

unless subsequently modified in accordance with these Product Terms), Zone 2, Zone 3, Zone 4 or Zone 5.

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>

- f. For all purposes related to International SMS / MMS Service, as used in the foregoing Sections, "Messaging" will be deemed to include the International SMS / MMS Service.
- g. **International SMS / MMS Service.** Bandwidth will provide International SMS / MMS Service to Reseller. Reseller will pay Bandwidth pursuant to the rates set forth in the Rate Sheet. All such rates and/or any other applicable charges, fees, including, without limitation, with respect to the porting of TNs, will be subject to the Services Agreement; provided, however, except as expressly stated in any applicable Rate Sheet, Bandwidth may change any such rates at any time upon ten (10) days' notice to Reseller. If at any time any network operator, peering intermediary, or other intermediary carrier in Zone 1 or Zone Canada (also known as Canada, unless subsequently modified in accordance with these Product Terms) imposes, or seeks to impose, any fee or any other charge of any kind relating to the International SMS / MMS Service, except as expressly stated in any applicable Rate Sheet (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 unless and until (1) such country or territory is re-designated to another zone within Zone 1, Zone Canada (also known as Canada, unless subsequently modified in accordance with these Product Terms), Zone 2, Zone 3, Zone 4 or Zone 5, or (2) these Product Terms are otherwise amended by mutual written agreement; 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 or Zone Canada (also known as Canada, unless subsequently modified in accordance with these Product Terms), as applicable.
- h. **Additional Limitations on Proper Use of International SMS / MMS Service.** In addition to all other applicable limitations pursuant to the Services Agreement and/or these Product Terms, including, without limitation, Section 3 (Service Limitations) above, Reseller will not bundle, aggregate or otherwise combine in any way any International MMS Message or International SMS Message originating from any TN with any MMS or SMS originating from any other TN, or engage in any group messaging, it being understood and agreed that each single unique TN shall only and exclusively be used for, including, without limitation, all billing and reporting purposes with respect to, MMS and/or SMS originating and terminating from and to such single, unique TN.

11. 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; 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. **“Inbound Calling”** (or **“Inbound Calls”**) means a call from the PSTN through Bandwidth or another IP endpoint to Reseller.
- e. **“PSTN”** means the Public Switched Telephone Network.
- f. **“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; Short Codes are associated with one or more Campaigns.
- g. **“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.
- h. **“Toll Free Service”** means an IP termination service for PSTN originated calls to terminate to TFNs provided by Bandwidth.
- i. **“Usage”** means call traffic (including SMS, MMS, or Short Code) measured in units, usually in minutes or seconds (except with respect to SMS).

(The remainder of this page is intentionally left blank.)