

Reseller Outbound Calling Product Terms

These Reseller Outbound 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.** Outbound Calling allows Resellers to send calls to others using telephone numbers (including both TNs and TFNs). Outbound Calling does not allow the End User to receive calls.
 - a. **Call Recording.** Outbound 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 expire or 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.** Outbound 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 expire or 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.** Outbound 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.** Outbound Calling excludes: (a) Inbound Calling; (b) Operator Services; (c) Collect Calling; (d) all other operator, assisted or intercept calling services; (e) Class 5 Features; and/or (f) 976, 900, and 1010xxx calling.

If applicable, Bandwidth will exercise commercially reasonable efforts to provide N11 Services, including, but not limited to, 411, 711, 811 and NPA-555-xxxx (“**N11 Services**”) as follows: (i) Bandwidth will provide Reseller with a valid telephone number for any published business or residential listing within the United States and Canada; (ii) Bandwidth also may provide “reverse lookup” information, including the name or owner of a particular TN, upon caller’s request; (iii) Directory Assistance Services will be available 24 hours a day, seven days a week, 365 days a year; (iv) calls for Directory Assistance Services will be answered within 6 seconds of connection, regardless of time of day, 85% of the time; (v) Bandwidth will maintain a minimum database accuracy rating of

95%; and (vi) Bandwidth will maintain a successful fulfillment rate of 93%. Bandwidth will route all calls for N11 Services based on the originating ten-digit number received to determine the appropriate receiving party for the type of call for N11 Services place. Bandwidth is not responsible for the routing of calls to an incorrect receiving party if the originating ten-digit number received is not located or associated with the given local or regional receiving party.

3. **Local Outbound Termination.** Outbound Calling may provide a selective call routing feature that allows Reseller to send outbound calls that require call termination within the same LIR that they originated. Reseller will be required to filter outbound calls, such that only calls within supported LIRs are routed to Bandwidth for local call termination.
4. **End User and Subscriber Information.** Reseller will have the sole responsibility to input, validate and maintain accurate information with respect to Reseller’s Subscribers or End Users and Reseller will furthermore be solely responsible for all support of and for Reseller’s Subscribers or End Users as it relates to Outbound 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 Outbound Calling with respect to such services, even if Reseller obtains such information from Reseller’s applicable Subscribers or End Users.
5. **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. Outbound call duration is billed in initial six (6) second increments and additional six (6) second increments, outbound calls terminating in Mexico are rounded to the nearest minute, and international outbound calls terminating in any other location outside of Mexico is billed in initial thirty (30) second increments and additional six (6) second increments. Billing increments are set forth below:

| Terminating Destination | Initial Billing Increment (Seconds) | Additional Billing Increment (Seconds) |
|----------------------------------|--|---|
| Interstate/Intrastate Locations | 6 | 6 |
| Mexico | 60 | 60 |
| International (excluding Mexico) | 30 | 6 |

- a. **Call Rating.** Outbound Calling only provides Interstate, Intrastate, and, if expressly contracted in writing, International call termination. No outbound local calling or inbound calling service is provided. Bandwidth will determine the distinction and jurisdiction of Interstate versus Intrastate versus International call termination based on (i) the Originating Automatic Number Identification (ANI), or (ii) the Location Routing Number (LRN), in conjunction with the terminating ANI provided in the Call Signaling. If Bandwidth determines, in its sole discretion, that Bandwidth cannot accurately apply rates due to an invalid or omitted Originating ANI, and the terminating rating jurisdiction is not International, Bandwidth will apply the prevailing Intrastate calls rate. If an invalid or omitted Originating ANI results in Bandwidth incurring access charges, local exchange carrier “DIP” fees or other similar fees or charges from or by any third party, Bandwidth will invoice Reseller for any and all such fees and charges in addition to any applicable usage charges.
- b. **Interstate Rates.** Bandwidth will invoice all Interstate calls pursuant to the applicable rates set forth in the Rate Sheet. Rates set forth in the Rate Sheet may be provided on either a NPA-NXX or LATA/OCN basis; provided, however, for billing purposes, Bandwidth will rate and invoice for all calls based upon NPA-NXX Rate Type. Unless otherwise expressly agreed in the Order Form, all Interstate rates are subject to change upon seven (7) calendar days’ prior notice from Bandwidth. Bandwidth does not guarantee call delivery and may block specific routes at any time in accordance with applicable law.

- c. **Intrastate Rates.** Bandwidth will invoice all Intrastate calls pursuant to the applicable rates set forth in the Rate Sheet. Rates set forth in the Order Form may be provided on either a NPA-NXX or LATA/OCN basis; provided, however, for billing purposes, Bandwidth will rate and invoice for all calls based upon NPA-NXX Rate Type. Unless otherwise expressly agreed in the Order Form, all Intrastate rates are subject to change upon seven (7) calendar days' prior notice from Bandwidth. Bandwidth does not guarantee call delivery and may block specific routes at any time in accordance with applicable law.
- d. **International Rates.** If Reseller and Bandwidth have executed an agreement providing for International Call termination, applicable rates will be as set forth in any such agreement. If Reseller terminates a call to an International Call termination destination, and Reseller and Bandwidth have not executed an agreement providing for International Call termination, and/or Bandwidth has not provided Reseller with rates applicable to such call(s), then Bandwidth's then-prevailing applicable rates as posted at www.bandwidth.com/legal will apply. Unless otherwise expressly agreed in the Order Form, all rates applicable to International Call termination are subject to change upon seven (7) calendar days' prior notice from Bandwidth. Bandwidth does not guarantee call delivery and may block specific routes at any time in accordance with applicable law.

6. Additional Terms

The following applies to Toll Free Termination only:

- a. Termination. Notwithstanding anything to the contrary in these Product Terms, Bandwidth has the right to terminate Reseller's use of Toll Free Termination (i) without prior written notice if, in Bandwidth's sole determination, Bandwidth and its carrier affiliate specifically, or competitive local exchange carriers generally, are prohibited from charging or collecting from other connecting carriers intercarrier compensation for the 8YY calls by an order, ruling, stay, or other similar action issued by a federal or state court or federal or state governmental agency or entity with proper authority and jurisdiction; or (ii) upon twenty (20) days prior written notice if, in Bandwidth's sole discretion, Bandwidth determines it is not collecting an adequate volume of intercarrier compensation or per-call Toll-Free/SMS database query charges and similar payments associated with Billable Traffic to allow the provision of Toll Free Termination to be economically viable for Bandwidth pursuant to the Reseller's terms of service.
- b. **Service Limitations.** Bandwidth shall have no obligation to provide Toll Free Termination in connection with calls where one or more of the following things exists or occurs:
 - i. The end-user of the 8YY or toll-free number has restricted the delivery of traffic from a specific service territory or based upon service type. Examples of service type or service territory restrictions may include: LATA, State, NPA, NPA-NXX, International;
 - ii. The RespOrg (as defined in the rules of the Federal Communications Commission (FCC)) of the number has restricted delivery and termination of traffic from a specific service territory or based upon service type;
 - iii. The interexchange carrier (IXC) that set up the toll-free number is not in a LATA where Bandwidth hands off traffic;
 - iv. The IXC's carrier identification code (CIC) has not been loaded in the Bandwidth switch and/or the CIC is not otherwise available in the LATA; or
 - v. The source ANI (calling party number) is not present, or has alpha characters, or does not conform to the North American Numbering Plan where the calling number is a maximum of ten digits and consists of a three-digit area code and a seven-digit telephone number.

7. Definitions

- a. **"1010xxx"** means a code to manually choose a long-distance provider for an outbound call.
- b. **"900"** means a premium rate area code that is charged at a higher rate than normal.
- c. **"911 / E911"** means functionality that allows End Users to contact emergency services.
- d. **"976"** means a premium rate exchange that is charged at a higher rate than normal.

- a. **“Billable Traffic”** means Reseller’s delivery of valid IP originated 8YY traffic to Bandwidth for termination pursuant to these Product Terms will be considered by Bandwidth and its telecommunications carrier affiliates or partners.
- e. **“Call Signaling”** means the process of sending control information during a call. Call signaling may be in band (muting the audio while sending control information) or out of band (on a separate signaling channel (such as SS7) during the call. Bandwidth utilizes Session Initiation Protocol (SIP) Call Signaling, as defined in RFC 3261.
- f. **“Class 5 Features”** means additional phone features beyond standard routing and audio. For example, both call hunting and voicemail are Class 5 Features.
- g. **“Collect Calling”** means a service in which a calling party can place a call at the called party's expense.
- h. **“Directory Assistance Services”** means a service that helps people access caller information via a list or database of phone numbers or other contact information.
- i. **“Inbound Calling”** (or **“Inbound Calls”**) means a call from the PSTN through Bandwidth or another IP endpoint to Reseller.
- j. **“International Call”** means an outbound call destined for anywhere outside of the domestic United States.
- k. **“Interstate”** means a call which is originated and terminated in different states.
- l. **“Intrastate”** means a call which is originated and terminated in the same state.
- m. **“LATA/OCN Rate Type”** means a pricing format where rates per minute are set for each unique OCN within a LATA for Interstate and Intrastate calling.
- n. **“Local Calling Area”** or **“LIR”** means geographic calling area, determined by the applicable ILEC, and defined by the exchange NPA-NXX and LATA, in which callers can make local calls.
- o. **“NADP”** means the North American Dialing (or Numbering) Plan.
- p. **“NPA-555-XXXX”** means the fictitious non-working numbers used for entertainment and advertising.
- q. **“NPA-NXX”** means the area code and exchange of a telephone number.
- r. **“Operator Services”** means live operator assistance to a caller, usually when dialing “0”.
- s. **“Originating”** means the party initiating a call or request for service.
- t. **“Programmable Voice API”** means a Bandwidth API that includes a range of voice functionalities including, but not limited to supporting call recording and transcriptions.
- u. **“PSTN”** means the Public Switched Telephone Network.
- v. **“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.
- w. **“Toll Free Calling”** or **“Toll Free”** means a call placed to a Toll Free number.
- x. **“Toll Free Service”** means an IP termination service for PSTN originated calls to terminate to TFNs provided by Bandwidth.

- y. **“Toll Free Termination”** means providing the termination of IP-originated voice traffic from Reseller’s premises when an end-user dials digits to reach “toll-free” end-points on the public switched telephone network (“PSTN”) or to other connecting carriers (e.g. “8YY-XXX-XXXX” where “8YY” may be 800, 888, 877, 866, 855, 844, 833 or other toll free area codes under NADP). Toll Free Termination provides termination of outbound 8YY voice traffic that originated in Internet Protocol format (IP) only.
- z. **“TFN”** means a Toll Free number that assigned by Bandwidth to Reseller (or that Reseller ports to Bandwidth) for use with the Bandwidth Toll Free Service.
- aa. **“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.
- bb. **“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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