

Reseller Video and WebRTC Calling API Product Terms

These Reseller Video and WebRTC Calling API 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 (each, 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.** “**Video and WebRTC**” utilizes Bandwidth APIs to deliver real-time communication (or RTC) solutions to browsers and mobile applications via Bandwidth’s Electronic Tools and allows End Users to communicate with designated end points. **Video and Web RTC does not provide access to Emergency Services.**
2. **Service Exclusions.** Video and WebRTC excludes: (a) 911 / E911; (b) directory services including, but not limited to, 411 and NPA-555-xxxx; (c) all other x11 services; (d) Operator Services; (e) Collect Calling; (f) all other operator, assisted, or intercept calling services; (g) Caller ID Name or Location; (h) Class 5 Features; and/or (k) 976, 900, and 1010xxx calling.
3. **Call and Video Recording.** Video and WebRTC may provide a function that allows the recording of individual conversations. Bandwidth will retain any recording for no more than 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 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 WebRTC.
4. **Media 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.

All Services that are billed by duration will be billed in increments of six (6) seconds, which will commence when at least one connection (i.e., two (2) connected Endpoints) is made and which will continue so long as there is at least one such connection. Billing for Video and WebRTC usage that is strictly audio is calculated differently than for usage that makes use of other media:

- a. For Video and WebRTC Communication in which only audio is used, Bandwidth will bill Reseller by duration for each Endpoint.
- b. For Video and WebRTC communication where media other than audio alone is used (including video, screensharing, or other forms of media), Bandwidth will bill Reseller for the number of Media Streams required to connect all Endpoints.

5. 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. “**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. “**Endpoint**” means a device or piece of software that is capable of sending or receiving media to Bandwidth’s Video and WebRTC platform.
- i. “**Media Stream**” means any media (such as audio, video, or screensharing data) that is delivered to an Endpoint from the Video and WebRTC platform.
- j. “**NPA-555-XXXX**” means the fictitious non-working numbers used for entertainment and advertising.
- k. “**Operator Services**” means live operator assistance to a caller usually when dialing “0”.
- l. “**TFN**” means a Toll Free number that is assigned by Bandwidth to Reseller (or that Reseller ports to Bandwidth) for use with the Bandwidth Toll Free Service.
- m. “**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.

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