



bandwidth

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Raleigh, NC 27606

These API - Terms and Conditions (the “**Terms and Conditions**”) supplement the Master Service Agreement (the “**MSA**”) (including any Exhibits, SOFs, Rate Sheet(s), and any other attachments to the MSA referenced therein, all of which are fully incorporated by reference within these Terms and Conditions). Capitalized terms not elsewhere defined in these Terms and Conditions will have the meaning ascribed to them in the MSA or any applicable SOF.

**1. Inbound Calling, Outbound Calling and Messaging.** Use of the API provides Inbound Calling, Outbound Calling and Messaging.

(A) Inbound Calling is an inbound call service only. Inbound Calling excludes: (a) Outbound Calling; (b) 911 / E911; (c) directory services including, but not limited to, 411 and NPA-555-xxxx; (d) 711; (e) 611; (f) any and all other x11 services; (g) Operator Services; (h) Collect Calling; (i) any and all other operator, assisted, or intercept calling services; (j) Caller ID Name or Location; (k) Class 5 Features; and/or (l) 976, 900, and 1010xxx calling. Customer 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 Customer 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.

(B) Outbound Calling is an outbound call service only and does not include 911 / E911. Outbound Calling excludes: (a) Inbound Calling; (b) 911 / E911; (c) Operator Services; (d) Collect Calling; (e) Any and all other operator, assisted, or intercept calling services; (f) Class 5 Features; and/or (g) 976, 900, and 1010xxx calling. Outbound Calling does not include N11 Services, including, but not limited to, 411, 511, 711, 811 and NPA-555-xxxx (“N11 Services”).

(C) Messaging is a Short Message Service delivering messages between Customer’s IP address(es) or domain(s) and Bandwidth’s Messaging facilities. **Customer’s use of Messaging must comply with any applicable CTIA Guidelines (as defined below) for acceptable person-to-person traffic and all applicable laws.** Customer will be solely responsible for the evaluation and qualification of Customer’s actual and prospective End Users, customers and/or Subscribers’ use cases to ensure such use cases follow applicable CTIA Guidelines for acceptable person-to-person traffic. Customer and/or Customer’s actual and prospective End Users, customers and/or Subscribers will not utilize Messaging to support the automated origination of messages and will have capabilities in place to protect against automating of bulk sending of messages; provided, however, that, if consistent with any applicable CTIA Guidelines, messages may be forwarded from another device or application, individually or in bulk, at an End User’s specific request or after notice to the End User and an opportunity to opt-out. Any message other than for acceptable person-to-person traffic constitutes a violation of the AUP and a Default pursuant to the MSA and these Terms and Conditions. “**CTIA Guidelines**” means (1) the CTIA Messaging Interoperability Guidelines, as promulgated from time to time by the CTIA The Wireless Association; (2) the CTIA MMS Interoperability Guidelines, as promulgated 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.

Customer (i) may not 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 its affiliates) at any time in connection with 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, (ii) except as may be expressly permitted by the CTIA Guidelines from time to time, including, without limitation, with respect to toll-free telephone numbers (each individually a “**TFN**” and collectively “**TFNs**”), 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; and (iii) will serve as the Responsible Organization (as defined below) with respect to all TFNs used by Customer in connection with Messaging, unless Bandwidth serves as such Responsible Organization with any applicable TFN. Notwithstanding the foregoing, Customer will be responsible for all liability arising from its acts and omissions in establishing and/or operating such peer-to-peer relationships, and will defend, indemnify and hold harmless Bandwidth (and its affiliates) from and against any and all third-party claims in relation to such acts and omissions in accordance with and subject to the terms of Section 9 of the MSA. “**Responsible Organization**” means the party hereto that is responsible for managing and administering the account records in the Toll Free Service Management System Database.

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

**Maximum Messages Per Second:** Messaging limits the maximum number of messages Customer may transmit measured on a per second basis. Unless otherwise determined by Bandwidth, the maximum number of messages per second Customer may transmit with respect to any TN and/or TFN is limited to one (1). For clarity, the foregoing maximum number of messages per second Customer may transmit includes all messages sent and/or received by all Customer’s End Users on an aggregated basis with respect to any one (1) TN or TFN.

**Message Rating:** Messaging rates messages for billing purposes on a per message sent and/or received basis. Billable components of each message are based on: (i) the authorized IP sending a message (“**Outbound Message**”), and (ii) Customer and/or subscriber of a TN or TFN

receiving a message (“**Inbound Message**”). If any fee(s) is imposed by any destination network, including, without limitation, any international termination fee(s), Bandwidth will charge Customer such fee(s) and reserves the right to include an administrative or other fee(s) in addition to any such fee(s).

**Service Limitations:** Messaging does not provide any audio and/or voice capabilities and/or features. In addition to any other rights or remedies that Bandwidth may have under any applicable circumstances, Bandwidth may block any Messaging traffic Bandwidth deems to be in violation of the MSA, these Terms and Conditions, the AUP, and/or any agreements, arrangements and/or practices of or between Bandwidth and any carriers and/or other service providers. In addition to the limitations described in Section 1 above, unless otherwise determined by Bandwidth, Bandwidth does not allow more than one (1) outbound message per second from any Messaging-enabled TN or TFN. Any violation of any of the foregoing provisions of this Section 2 could cause Customer’s TN or TFN 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 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); 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 MSA, these Terms and Conditions, the AUP or otherwise. If any such blocking of any messages occurs, Bandwidth may in its discretion attempt to block only the TNs or TFNs breaching these Terms and Conditions and/or jeopardizing Bandwidth’s network; if the blocking of individual TNs or TFNs is not feasible for any reason, as determined by Bandwidth, Bandwidth reserves the right to block all message(s) initiated by Customer and/or any applicable End Users, customers and/or Subscriber(s) of Customer. If Bandwidth blocks any messages pursuant to this Section 2, Bandwidth will make commercially reasonable attempts to notify Customer 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. Customer acknowledges and agrees that messages to or from Customer or Customer’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 Customer or any of Customer’s End Users, customers or Subscribers. Bandwidth does not guarantee delivery, regardless of the reason, of any messages.

**Call Recording:** The Inbound Calling and Outbound Calling may provide a function that allows the recording of individual telephone conversations. Bandwidth will retain any recording for one (1) year from the date of any applicable recording, unless the MSA and/or the SOF 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. Customer (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. Bandwidth expressly disclaims all liability with respect to the recording of telephone conversations. Customer agrees to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Bandwidth from and against any damages or liabilities of any kind related to the recording of any telephone conversations using either Inbound Calling or Outbound Calling.

**2. E911/ Basic 911.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THESE TERMS AND CONDITIONS WILL BE STRICTLY LIMITED TO THE PROVISION TO CUSTOMER OF INBOUND CALLING, OUTBOUND CALLING AND Messaging. CUSTOMER FURTHER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT INBOUND CALLING, OUTBOUND CALLING AND/OR Messaging DOES NOT CONSTITUTE “INTERCONNECTED VOIP SERVICE” AS DEFINED WITHIN 47 C.F.R. PART 9. CUSTOMER WILL NOT (AND WILL NOT PERMIT ANY OF ITS CUSTOMERS OR END USERS TO) CONFIGURE INBOUND CALLING, OUTBOUND CALLING AND/OR Messaging IN ANY WAY THAT WOULD CONSTITUTE “INTERCONNECTED VOIP SERVICE” AS DEFINED WITHIN 47 C.F.R. PART 9. THEREFORE, **NO E911 SERVICE OR BASIC 911 SERVICE WILL BE PROVIDED BY BANDWIDTH TO CUSTOMER, ANY END-USERS, OTHER CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY PURSUANT TO THESE TERMS AND CONDITIONS OR THE INBOUND CALLING, OUTBOUND CALLING AND/OR Messaging CONTEMPLATED BY THESE TERMS AND CONDITIONS.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BANDWIDTH HAS NO INTENT TO AND WILL NOT PROVIDE E911 SERVICE OR BASIC 911 SERVICE PURSUANT TO THESE TERMS AND CONDITIONS OR THE INBOUND CALLING, OUTBOUND CALLING AND/OR Messaging CONTEMPLATED BY THESE TERMS AND CONDITIONS. CUSTOMER WILL NOT REPRESENT IN ANY WAY OR THROUGH ANY MEANS TO ANY END-USERS, CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY THAT BANDWIDTH PROVIDES ANY 911 / E911 SERVICE PURSUANT TO THESE TERMS AND CONDITIONS OR THE INBOUND CALLING, OUTBOUND CALLING AND/OR Messaging CONTEMPLATED BY THESE TERMS AND CONDITIONS. CUSTOMER REPRESENTS AND WARRANTS TO BANDWIDTH THAT, IF CUSTOMER IS AT ANY TIME REQUIRED TO PROVIDE ANY 911 / E911 SERVICES DUE TO ANY TELECOMMUNICATIONS RELATED SERVICES CUSTOMER SELLS OR PROVIDES TO CUSTOMER’S END-USERS, CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY AT ANY TIME THAT ARE, IN WHOLE OR IN PART, ENABLED BY THE INBOUND CALLING, OUTBOUND CALLING AND/OR Messaging CONTEMPLATED BY THESE TERMS AND CONDITIONS, THEN CUSTOMER WILL ENSURE THAT 911 / E911 SERVICES ARE FULLY PROVIDED IN COMPLIANCE WITH SUCH 47 C.F.R. PART 9.

**Customer is strictly prohibited from displaying on any outbound caller ID any number for which Customer has not obtained from either Bandwidth or any other third party 911 services with respect to such number. By displaying any number in any outbound caller ID, Customer represents and warrants to Bandwidth that Customer has obtained from either Bandwidth or any other third party 911 services with respect to such number.**

**3. Connection.** Customer must connect to Bandwidth’s network in a manner and at locations determined by Bandwidth. Customer will, at Customer’s sole cost, be responsible for providing all equipment (including proxy servers), software, facilities and IP connectivity (including,

without limitation, connectivity to Customer's End Users, customers or subscribers) necessary for Customer's Inbound Calling, Outbound Calling and/or Messaging applications and Customer's network to operate with Inbound Calling, Outbound Calling and/or Messaging, and for providing and ensuring the successful installation of all equipment and software necessary for Customer's End Users, customers or subscribers to use services sold to such End Users, customers or subscribers. Customer will have the sole responsibility to input, validate and maintain accurate information with respect to Customer's End Users, customers and/or subscribers; Customer will furthermore be solely responsible for any and all support of and for Customer's End Users, customers, and/or subscribers as it relates to Inbound Calling, Outbound Calling and/or Messaging. Customer is responsible for maintaining continuous availability to receive messages from Bandwidth via IP connectivity.

4. **Interoperability.** If applicable, Customer and Bandwidth will reasonably cooperate with each other to test to ensure interoperability between Bandwidth and Customer's networks and systems. All necessary interoperability testing will be completed within a reasonable time. If after completion of initial interoperability, Customer plan to make upgrades, updates and/or enhancements (collectively "**Configuration Changes**"), Customer will notify Bandwidth prior to implementing a Configuration Change so that Customer 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 Terms and Conditions. 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.
5. **Charges and Rates.** All Services are provided pursuant to the Rate Sheet. Billing increments will be in whole minute increments, except with respect to Messaging.

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.

Interstate Outbound Calling Rates: Bandwidth does not guarantee call delivery and may block specific routes at any time in accordance with applicable law.

Intrastate Outbound Calling Rates: Bandwidth does not guarantee call delivery and may block specific routes at any time in accordance with applicable law.

International Rates: Outbound Calling pursuant to these Terms and Conditions does not include International Call Termination unless expressly agreed in writing. If nonetheless utilized, Bandwidth's then-prevailing applicable Rates will apply. All Rates applicable to International Call Termination are subject to change upon five (5) 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. **Porting Numbers.** Bandwidth may require a completed and signed Letter of Authorization ("**LOA**") for any existing telephone numbers Customer wish to port from another carrier to Bandwidth. Bandwidth may require a recent copy of the current phone bill which contains Customer's Billing Telephone Number ("**BTN**") as well as a record 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 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 Customer initiate the port request; since the port interval is a product of the accuracy of the information provided to Bandwidth by Customer, as well as the processing speed of Customer's current voice provider, Bandwidth makes no guarantees regarding the promptness of a port, however all ports will be provided consistent with applicable law.
7. **Call Completion.** Bandwidth reserves the right to block or otherwise restrict termination of calls to any and all termination calling destinations, whether or not included in Rates provided to Customer, and without notice to Customer, in accordance with applicable law. Bandwidth does not guarantee call completion, and the failure to complete any or all calls, regardless of reason in accordance with applicable law, will not constitute a breach of these MSA, the SOF and/or these Terms and Conditions.
8. **Responsibility to Control and Manage Traffic.** In addition to any other terms and conditions of the MSA and/or these Terms and Conditions, Customer will: (i) manage the integrity of the traffic egressing Customer's network, and (ii) manage and correct, as necessary, any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm Bandwidth's network. If Customer fails to comply with the foregoing obligations of this Section 8, Bandwidth will have the right (but not the obligation) to take protective action against Customer to protect Bandwidth's egress network. Bandwidth's protective actions may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved in Bandwidth's reasonable discretion.
9. **Fraud.** Customer will not participate in or assist in any fraudulent Usage, in any form or by any means, either Customer, Customer's Users, Customer's customers and/or any End Users. If Customer suspects, knows of, or should have known of any fraudulent Usage, Customer will immediately stop all fraudulent Usage and notify Bandwidth. Customer acknowledges, understands and agrees that Bandwidth does not provide, is not required to provide, and does not warrant, any fraud prevention. If Bandwidth becomes aware of unusual Usage volumes or patterns, Bandwidth will make commercially reasonable attempts to notify Customer; provided, however, Bandwidth will have no obligation to notify Customer of any such volumes or patterns. Bandwidth's sole obligation to Customer with respect to any actual, alleged or suspected fraudulent Usage will be to reasonably cooperate with Customer, upon Customer's request and at no expense to Bandwidth, to assist Customer's efforts to stop any fraudulent Usage that Customer report to Bandwidth. Customer will be solely responsible for all risks, expenses

and liabilities arising from or relating to fraudulent Usage by Customer, Customer’s Users, Customer’s customers and/or Customer’s End Users, or any other person or entity directly or indirectly utilizing Inbound Calling, Outbound Calling or Messaging. Notwithstanding anything in this Section 9 to the contrary, Customer is and will remain solely responsible for any and all Usage, fraudulent or otherwise.

**10. Regulatory Responsibilities.** Customer (i) will be solely responsible for and will undertake all required action(s) before the FCC, any PUC, any state regulatory agency, any court or any other controlling regulatory bodies, agencies, commissions or other authority, (ii) will obtain any required governmental approval(s), and (iii) will fully comply with any and all applicable laws, regulations, including, without limitation, all applicable and/or FCC requirements, such as CALEA and CPNI, in each case as such actions, approvals and/or laws and regulations apply or relate to the utilization of Inbound Calling, Outbound Calling and/or Messaging by Customer, Customer’s Users, Customer’s customers, Customer’s End Users, or any other person or entity to which Customer provide any services utilizing Inbound Calling, Outbound Calling and/or Messaging.

**11. Relationship.** Bandwidth has no relationship with or obligation to any of Customer’s End Users or any other person or entity to which Customer provide any services utilizing Inbound Calling, Outbound Calling and/or Messaging, none of whom is a third-party beneficiary of the MSA or these Terms and Conditions. Customer is solely responsible for all pricing, billing and collections, and/or compliance with any applicable laws or regulations related to any services Customer provide to Customer’s End Users or any other person or entity to which Customer provide any services utilizing Inbound Calling, Outbound Calling and/or Messaging. Customer will provide technical support to Customer’s End Users and will conduct customary problem resolution and troubleshooting activities directly with Customer’s End Users to determine whether any condition affecting any Service(s) is attributable to Bandwidth’s network prior to reporting a Service Outage pursuant to the Section 11 of the MSA.

**12. Additional Terms:**

**The following applies to Toll Free Service only:**

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. Customer 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 Customer or Customer’s End Users, or any Improper Calls. In addition to any rights or remedies that may be available pursuant to the MSA 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 Customer uses or reconfigures Toll Free service to place outbound calls, Customer will pay Bandwidth for any such calls at Bandwidth’s then-current applicable Rates.

Regulatory Matters: If any calls placed to Customer via Toll Free Service contain a privacy indicator imposed by the originating telephone subscriber, Bandwidth will provide call detail information to Customer, notwithstanding the privacy indication; provided, however, Customer acknowledges and agrees that (i) Customer 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) Customer 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, Customer 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.

Billing increments are set forth below:

Originating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
Continental US, Alaska, Hawaii, Puerto Rico, US Virgin Islands, Guam and Saipan	6	6
International	30	6

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

**The following applies only if Customer uses Short Codes:**

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 “**Campaign**” is an SMS-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). A “**Premium Short Code**” is any Short Code that results or would result in a charge to the End User exceeding any applicable Rate associated with the transmission of the SMS itself; for example, any Short Code that would result in a charge to the End User’s (excluding any charge associated with the transmission of the SMS itself and/or any applicable usage of data associated with the transmission of the SMS), including, without limitation, any charitable contribution or donation resulting from such Short Code, would constitute a Premium Short Code.

Customer may access available common Short Codes (excluding Premium Short Codes) through Provider’s Electronic Tools. Provider 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. Customer's use of all Short Codes will comply with applicable CTIA Guidelines and/or any guidelines established from time to time by the Mobile Marketing Association.

**The following applies to CNAM only, if made available by Bandwidth to Customer from time to time:** Customer may request CNAM. Upon the submission of any request for CNAM, Customer represents and warrants that Customer has obtained all necessary approvals for CNAM from the applicable subscriber in such request; Customer will promptly provide Bandwidth with documentation evidencing Customer's receipt of such subscriber approval upon Bandwidth's request. Customer will retain such documentation for at least twelve (12) months after submission of the applicable request. Bandwidth may, in its sole discretion, refuse to submit the applicable subscriber information for CNAM if Customer fails to timely provide such documentation to Bandwidth.

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