



bandwidth

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Raleigh, NC 27606

## EMERGENCY SERVICES (911) – TERMS AND CONDITIONS

These 911 - Terms and Conditions (the “**Terms and Conditions**”) supplement the Master Service Agreement (the “**MSA**”) (including any Exhibits, SOFs, Service Agreement(s), Rate Sheet(s), and any other attachments to the MSA, 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. **Service Description.** Subject to the terms and conditions of these Terms and Conditions:

(i) Bandwidth will provide to Customer Enhanced 911 Service and/or Basic 911 Service call routing to the appropriate PSAP. Bandwidth will route Customer’s End User’s E911 calls to the proper PSAP, designated statewide default answering point, or appropriate local emergency authority serving the End User’s location. Bandwidth will provide emergency call support service to permit Customer to (i) provision its subscribers or End Users and their respective location data for accurate routing of 911 calls to the most geographically appropriate PSAP by means of the existing 911 infrastructure, including Next Generation 911 where enabled, and (ii) deliver Customer’s subscriber or End User Call Back Number and valid address to the PSAP during an emergency call using existing 911 infrastructure, including Next Generation 911 where enabled. The 911 calling party waives any privacy afforded by non-listed and non-published service to the extent that the TN, address and name associated with the originating access line location are furnished to the PSAP.

(ii) Notwithstanding any term or condition of the MSA or these Terms and Conditions to the contrary, Customer will not resell Enhanced 911 Service, Basic 911 Service and/or Next Generation 911 to any third party other than End Users to whom (or to which) Customer directly provides communications services. For clarity, Customer will not permit any third party other than End Users to whom (or to which) Customer directly provides communications services to utilize Bandwidth’s Enhanced 911 Service, Basic 911 Service and/or Next Generation 911 provided to Customer pursuant to any applicable SOF and these Terms and Conditions.

(iii) Notwithstanding any term or condition of the MSA or these Terms and Conditions to the contrary, Customer only will utilize Bandwidth’s Enhanced 911 Service, Basic 911 Service and/or Next Generation 911 provided by Bandwidth to Customer pursuant to any applicable SOF and these Terms and Conditions for Approved Uses.

(iv) Bandwidth will provide to Customer reasonable access solely to load and update Customer’s End User E911 records to permit Bandwidth to manage the location delivery process for each PSAP (or E911 Authority or their supplier) serving Customer’s End Users. A Subscriber Record will be deemed successfully uploaded when the End User name, valid street address (not postal address), and ten digit TN from which the End User may initiate a 911 call are all resident in Bandwidth’s database. Bandwidth will provide alternate valid location information choices when any attempt by Bandwidth to validate and upload an address fails. For Customer’s End Users who are unable to upload a valid address from their initial attempt or from the alternate choices provided by Bandwidth, but who still wish to certify their address is accurate and complete, Bandwidth will use commercially reasonable efforts in conjunction with Customer to validate the address given.

(v) Bandwidth will deliver End User’s call to the PSAP, designated statewide default answering point, or appropriate local emergency authority that serves the caller’s location. Bandwidth will determine the incoming caller’s appropriate PSAP based upon the incoming TN of the caller and the End User’s corresponding location information previously registered in Bandwidth’s ALI database, then Bandwidth will route the call to the PSAP. Customer must instruct End Users not to block their TN number on their handsets when calling 911.

(vi) 911 service is made available to Customer locations by one of two methods (1) via traditional switched-circuit service, or (2) via VoIP 911 service. The choice of the method chosen per location depends on availability of VoIP 911 service and Customer’s service capabilities. Bandwidth retains the right to change the method of deployment at any time. Once Bandwidth has identified the appropriate PSAP, Bandwidth automatically selects a pre-tested call path consisting of one of the following technologies: (1) TDM to standard ESGW or PRI 911 trunks which are connected to the PSAP designated selective router, (2) SIP internet gateway to standard ESGW or PRI 911 trunks which are connected to the PSAP designated selective router, (3) SIP internet connected to the internet-capable PSAP, or (4) ten (10) digit outbound dialing to the PSAP. Routing methods 1, 2, and 3 are used for PSAPs within Bandwidth’s E911 footprint, while routing method 4 is reserved for all other PSAPs, including those that only use Basic 911, or, as backup for the other methods in the event of a major network failure in any link in the call path.

(vii) The Parties acknowledge and agree that Bandwidth can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other calls made by End Users successfully registered in Bandwidth’s database will be routed using the ten digit outbound trunks or a call center attendant.

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(viii) Customer will provide to Bandwidth a TN inventory which details the total number of TNs being implemented on Bandwidth's platform and the associated address or serving PSAP information for each TN.

(ix) Both 911 and E911 Service are only available from Bandwidth switching facilities (where available) and via Bandwidth services that are equipped to provide and that do provide 911 or E911 Service. Bandwidth will provide the PSAP only such name, address and TN information as Customer will provide to Bandwidth, and for any 911 or E911 call, Bandwidth will only pass to the PSAP such information, including ALI and/or ANI data, as Customer's facilities, network or station equipment will make properly available to Bandwidth's network and equipment for transmission to the PSAP.

(x) For each TN for which Customer desires emergency calling services, Customer must provide Bandwidth with a correct and valid emergency response address for that TN. The address information provided must include sufficient information to enable emergency responders to locate the calling party and must comply with any multiline telephone system requirements applicable to Customer. For example, if applicable pursuant to any applicable multiline telephone system requirements, if the subscriber or End User's location is a multi-story building, Customer must provide floor and suite number in addition to address information. Customer is solely responsible to promptly update this information whenever necessary to reflect changes. Customer will provide ANI with every subscriber and/or End User call presented to Bandwidth for processing. Bandwidth will have no obligation to provide Services with respect to any subscriber or End User call that does not include ANI and will not be liable for any claims arising from any efforts undertaken by Bandwidth to provide Services under such circumstances.

(xi) Customer acknowledges, understands and agrees that if Customer chooses the PSTN emergency call routing option, Customer is solely responsible for all call charges, even if erroneous calls are placed by unknown persons or companies that accidentally or purposely dial Customer's private emergency number assigned to it by Bandwidth. Customer will not be responsible for any charges that are due to error, fault or failure of Bandwidth's system.

2. **Customer Prerequisites.** (i) Customer will maintain a NENA Company Identifier and remain in good standing with NENA standards, including, but not limited to the requirement that Customer will have live technical assistance available on a 24 hour, 7 day a week basis, to permit any PSAP to contact Customer for information that may assist with call trace, hostage situations, investigation of prank calls, etc.; (ii) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority; (iii) Customer will upload only landline and/or VoIP Subscriber Records into Bandwidth's database; if Customer wishes to add End Users of cellular or wireless communications services at any time, Customer and Bandwidth will mutually execute a separate written agreement with respect to any such cellular or wireless End Users; (iv) Customer will route all 911 dialed End User calls to Bandwidth's network using industry standard SIP protocols and by means of an exchange of IP addresses between Customer and Bandwidth's respective call routers; (v) Customer will inform any party using (or any party that might use) the Service of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the FCC; for clarity, (A) Bandwidth will not be responsible if 911 service is unavailable due to loss of power; certain features may not be compatible with 911 service; and Bandwidth reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service, and (B) Customer will provide each End User with an Acknowledgment of the Service and Limitations in a form in compliance with any applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the FCC, and require End Users to execute the same; (vi) Customer will be solely responsible to test the 911 service after installation and periodically throughout the Initial SOF Term or any applicable Renewal SOF Term and will notify Bandwidth if Bandwidth notes any issues at any time with the Service; (vii) Customer will cooperatively test 911 service and share the results of such testing at the request of Bandwidth; if Bandwidth requests testing of 911 service and does not receive confirmation within one (1) business week that Customer has performed and completed such testing, (A) Bandwidth may dispatch a technician to perform testing of 911 services and Customer will be solely liable for the cost of such testing; and (B) Bandwidth may suspend the service if Customer does not cooperate with 911 testing; (viii) Customer will ensure that all devices at Customer premises are able to connect to equipment and are configured properly; for clarity, this requirement includes, without limitation, any and all Ethernet switches, Ethernet cabling, workstations, servers and operating systems; (ix) Bandwidth will ensure that the interconnection trunking arrangements are 911 and E911 compatible, but Customer will be solely responsible for providing 911 and/or E911 (or alternative 911 services) to End Users; (x) Customer will provide Bandwidth with any and all technical specifications necessary for proper network design and a description of any special arrangements required to accommodate 911 and/or E911; (xi) Customer will be solely responsible to collect and remit all applicable 911 surcharges required by any governmental authority; and (xii) Customer will utilize any of Bandwidth's provisioning tools for the sole purpose of loading Subscriber Records into Bandwidth's ALI database; all information returned by Bandwidth during validation will be used solely to support the Services described in these Terms and Conditions.

### 3. **Provisioning Interface.**

(i) Bandwidth will provide a web application interface between the ALI management service and Customer's web based service order system(s) for normal user additions and changes. Bandwidth will return alternate addresses for the End User to choose from (or for Customer's service representatives to present to the End User to choose from) in real time, if the first address submission is invalid or is ambiguous with multiple valid matches.

- (ii) If Customer requests, Bandwidth's database personnel will perform bulk uploads from flat files Customer provides to Bandwidth via email, upload via web portal or by placing onto Bandwidth's FTP server. If applicable, Customer will coordinate the exchange of alternate address information with Customer's End Users and Bandwidth.
- (iii) Customer may elect to program Customer's own web user interface to Bandwidth. Bandwidth provides a secure portal, sample clients in various formats, and a development server for Customer's programmers to test the application.
4. **Training.** Bandwidth will provide up to four (4) hours of training for Customer on the use of the web services, which include uploads through Bandwidth portal (web client) or training on the API interface.
5. **Equipment; Connection; Customer's Responsibilities.** Bandwidth will not provide any Customer Equipment or any Electronic Tools, except as may be expressly set forth in writing executed by Customer and 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 use of the Service(s) contemplated by these Terms and Conditions and Customer's network to use such Service(s), and for providing and ensuring the successful installation of all equipment and software necessary for Customer's End Users, customers or subscribers to use such Service(s). 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.
6. **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.
7. **Emergency Call Center Services.** Any End User or Customer facilities originating 911 calls that are received by Bandwidth's service platform for which no calling number record can be found in Bandwidth's database will be routed to an emergency call center for handling. Call center personnel will attempt to query the 911 caller for location information and manually route the call to the PSAP nearest caller's identification location. 911 calls that originate from 8XX toll free numbers also will be routed to an emergency call center for handling. Calls that are routed to call centers pursuant to this Section will incur charges as specified in the Rate Sheet.
8. **Canada Call Handling.** Customer acknowledges that 911 call handling requirements are different in Canada than in the United States. Bandwidth will comply with applicable Canadian requirements.
9. **Charges and Rates.**
- (i) All Services are provided pursuant to the Rate Sheet. Bandwidth will invoice Customer in advance for the installation and set-up fee provided in the Rate Sheet upon the effectiveness of the applicable SOF. Bandwidth will invoice Customer in advance for all charges calculated by reference to Subscriber Records and/or the Monthly Minimum Commitment monthly thereafter. Except as otherwise provided in these Terms and Conditions, Bandwidth will invoice Customer for all other applicable charges in arrears.
- (ii) The Monthly Minimum Commitment set forth in the Rate Sheet will be adjusted upon each anniversary of the Service Commencement Date to an amount equal to the greater of: (A) ninety percent (90%), multiplied by the amount that Bandwidth would invoice to Customer for Services provided pursuant to the SOF and Rate Sheet, as calculated based upon the average number of monthly Subscriber Records applicable during the immediately preceding twelve (12) months; or (B) the Monthly Minimum Commitment initially set forth in the Rate Sheet.
10. **Insurance.** Customer represents and warrants that Customer will maintain during the SOF Term at Customer's sole cost and expense: (i) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (ii) Professional Liability or Errors and Omissions insurance in the amount of at least \$1,000,000 for each occurrence; and (iii) excess or umbrella liability at a limit of no less than \$2,000,000 per occurrence and aggregate in excess of the underlying coverage required above. The CGL, excess or umbrella liability, and policies of Customer will designate Bandwidth and its officers, managers, members, and employees as additional insured. Customer will send evidence of the foregoing insurance to Bandwidth within thirty (30) calendar days of the commencement of the Initial SOF Term. Customer will notify Bandwidth in writing at least thirty (30) calendar days prior to any cancellation or termination of a Customer's insurance, make arrangements for replacement insurance, and provide proof thereof.
11. **Limitation of Liability. The following apply in addition to the terms and conditions of the MSA, including, without limitation, any applicable limitations of liability:** (i) Customer agrees that absent gross negligence or willful misconduct by Bandwidth, its

directors, officers, employees and agents, Bandwidth, its directors, officers, employees, and agents will not be liable for any loss or damage sustained by Customer, its interconnecting carriers, its customers or its End Users due to any failure in or breakdown of the communication facilities associated with providing the Services, or for any delay, interruption or degradation of the Services whatsoever; (ii) in no event will Bandwidth's liability to Customer for any loss arising out of the Services provided pursuant to these Terms and Conditions or any errors, interruptions, defects, failures or malfunctions of the Services provided pursuant to these Terms and Conditions, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the average monthly recurring charge actually paid to Bandwidth by Customer pursuant to the SOF. The Parties waive any claim that these exclusions or limitations deprive it of an adequate remedy or cause the MSA, the SOF and/or these Terms and Conditions to fail of its essential purpose; and (iii) Customer further acknowledges, understands and agrees that Bandwidth has no control over how a foreign administration or third-party carrier establishes its rules and conditions pertaining to international telecommunications service.

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