

These WebRTC - 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. **Relevant Terms:** An “**Endpoint**” is a device or piece of software that is capable of sending or receiving media to Bandwidth’s WebRTC platform. A “**Media Stream**” is any media (such as audio, video, or screensharing data) that is delivered to an Endpoint from the WebRTC platform. A “**Data Message**” is sent from and delivered to endpoints on the WebRTC Platform via the WebRTC data channel and is used for the transmission of data. These messages may contain text or binary data and may vary in size. Data Messages have a maximum size as defined by Bandwidth API documentation. Data Messages may not be used to circumvent billing of audio, video, or other Media Stream usage charges.
2. **Connected Voice and Video Communication.** “**WebRTC**” utilizes APIs to deliver real-time communication (or RTC) solutions to browsers and mobile applications via Bandwidth’s Electronic Tools to permit End Users to connect for voice and video communication, including, without limitation, calling to and/or from End Users’ TNs and/or TFNs. WebRTC excludes: (a) 911 / E911; (b) directory services including, but not limited to, 411 and NPA-555-xxxx; (c) 711; (d) 611; (e) all other x11 services; (f) Operator Services; (g) Collect Calling; (h) all other operator, assisted, or intercept calling services; (i) Caller ID Name or Location; (j) Class 5 Features; and/or (k) 976, 900, and 1010xxx calling.
3. **Call and Video Recording:** 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 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 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 conversations using either WebRTC.
4. **E911/ Basic 911.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THESE TERMS AND CONDITIONS WILL BE STRICTLY LIMITED TO THE PROVISION TO CUSTOMER OF WEBRTC. CUSTOMER FURTHER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT WEBRTC 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 WEBRTC 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 WEBRTC 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 WEBRTC 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 WEBRTC 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 WEBRTC 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.**

5. **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 WebRTC applications and Customer’s network to operate with WebRTC, 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 all support of and for Customer’s End Users,

customers, and/or subscribers as it relates to WebRTC. Customer is responsible for maintaining continuous availability to receive messages from Bandwidth via IP connectivity.

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. **Media Charges and Rates.** All Services are provided pursuant to the Rate Sheet. 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 WebRTC usage that is strictly audio is calculated differently than for usage that makes use of other media:
  - a. For WebRTC Communication in which only audio is used, Bandwidth will bill Customer for each Endpoint, including the Usage associated with both connected Endpoints.
  - b. For WebRTC communication where media other than audio alone is used (including video, screensharing, or other forms of media), Bandwidth will bill Customer for the number of Media Streams required to connect all Endpoints including the Usage associated with all connected Endpoints.
8. **Data Messages Charges and Rates:** Any Data Messages sent via the data channel are charged pursuant to the Rate Sheet.
9. **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 that 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.
10. **Call Completion.** Bandwidth reserves the right to block or otherwise restrict termination of calls to 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.
11. **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.
12. **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 WebRTC. Notwithstanding anything in this Section 9 to the contrary, Customer is and will remain solely responsible for all Usage, fraudulent or otherwise.
13. **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 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 WebRTC 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 WebRTC.
14. **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 WebRTC, 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 WebRTC. 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.

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