

Unified Communications (Reseller) Supplemental Legal Terms

Reseller's use of Unified Communications ("UC") is subject to Reseller's compliance with these UC (Reseller) Supplemental Legal Terms ("**Supplemental Terms**"), which are fully incorporated into the 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 defined elsewhere in these Supplemental Terms will have the meaning ascribed to them in the Services Agreement, the applicable Product Terms, or any applicable Order Form.

Inbound- and Outbound-Specific Terms

1. Responsibility to Control and Manage Traffic

In addition to any other terms and conditions of the Services Agreement, applicable Product Terms, and/or these Supplemental Terms, Reseller will: (a) manage the integrity of the traffic Reseller delivers to Bandwidth's network and/or egressing Reseller's network; (b) manage, correct, and block, as necessary, any fraudulent calling patterns or calling patterns perceived by Bandwidth to be fraudulent; and (c) screen and block calls destined to (1) invalid or unallocated numbers, and/or (2) numbers with invalid formats. If Reseller fails to comply with the aforementioned requirements, and without creating an obligation hereunder, Bandwidth reserves the right in all cases to take protective action to protect Bandwidth's egress network, including without limitation, to temporarily block Reseller's traffic until such time as the circumstances leading to the protective action are resolved.

2. General Regulatory Compliance

Reseller agrees that (a) it will be solely responsible for and will undertake all required action(s) before any court or controlling regulatory bodies, agencies, commissions or other authority, (b) it will obtain any required governmental approval(s), and (c) any miscellaneous charges and/or fees incurred and/or imposed by any third party carrier or any underlying provider from time to time, whether charged to or against Bandwidth, will be payable by Reseller, including, without limitation, any cost recovery fee which shall represent an accurate recovery of the miscellaneous charges and/or fees to or against Bandwidth associated with the provision of Service(s) by Bandwidth to Reseller.

3. 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 Reseller, and without notice to Reseller, 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 the Services Agreement, these Supplemental Terms, the Product Terms, and/or the applicable Order Form(s).

4. Fraud, Robocall Mitigation, and Traceback Cooperation

In addition to Reseller's fraud mitigation responsibilities as set forth in the Services Agreement, Reseller agrees (a) to maintain valid registration(s) in the FCC's Robocall Mitigation Database, or any other requirements imposed by NRAs for call authentication and fraud prevention, (b) that, if it is acting as an upstream provider originating traffic or passing traffic through, and it receives a Traceback Request,

Reseller will promptly respond to the Traceback Request in good faith, and (c) to contractually require its customers to cooperate with Traceback Requests as well. Reseller further agrees that its response will indicate whether it received the calls from a customer and/or End User or from another voice provider. Reseller's response will also identify the source of the calls. Reseller agrees to share this information without requiring a subpoena or other formal demand or request. The Parties agree that Reseller will not be required to respond to more than ten (10) Traceback Requests per week.

5. TN Assignment; Restrictions; Porting Numbers

5.1 TN Assignment. As part of Inbound Calling, Bandwidth may assign Reseller TNs, which are subject to rules and regulations by the applicable NRAs. Reseller acknowledges and understands that (1) TNs are a limited public resource subject to various regulations, (2) it will request and obtain TNs from Bandwidth in amounts only reasonably necessary to utilize with its services, (3) the assignment of TNs to Reseller does not constitute a transfer of property or sale of numbering rights by Bandwidth, and Reseller will not be entitled to claim any ownership rights to the TNs, and (4) Reseller's use of TNs shall be in accordance with all applicable laws, regulations and industry best practice and may be subject to reclamation by Bandwidth with commercially reasonable notice, where feasible, if used inappropriately.

5.2 Usage Restrictions. The TNs are subject to usage restrictions informed by the applicable regulation(s), the numbering plan(s), and the applicable NRA interpretation(s) of the law. It is Reseller's responsibility to comply with all such usage restrictions, as well as the Service Restrictions set forth in the applicable Order Form and any additional TN-related restrictions set forth in the Product Terms and these Supplemental Terms.

5.3 Geographic Restrictions. Some TNs may be restricted, by local law or regulation, for use only within certain geographic areas. In order to ensure appropriate usage of the numbers, we may require the collection of certain End User Information in order to prove residence within the applicable location; in such cases, Reseller will ensure that (a) each TN is only allocated to the End User physically located in the geographic area corresponding to the TN, (b) the required End User Information, including Location Information, is entered into Reseller's web portal, and (c) the End User Information is accurate and up-to-date at all times. Reseller is responsible for ensuring compliance with the obligations set forth in this Section 5.3 (Geographic Restrictions).

5.4 Porting Numbers. Reseller is solely responsible for obtaining and performing all legally-required authorizations and validations before requesting to port any TNs to Bandwidth. In order to process a Reseller port request, Bandwidth may require (1) a completed and signed Letter of Authorization (LOA) from Reseller that identifies the TNs Reseller is requesting to port from a third party carrier to Bandwidth, and (2) a recent copy of the phone bill identifying Reseller's billing TN, together with the associated TNs Reseller is requesting to be ported. Reseller agrees to produce valid LOA(s) and/or bill copy(ies) promptly upon request.

Emergency Services-Specific Terms

6. Authorizations, Approved Uses, & Geographic Limitations

Each Party certifies that it has obtained the required legal authority to provide Emergency Services in the applicable jurisdiction(s). Notwithstanding any term or condition of the Services Agreement or these Supplemental Terms to the contrary, Reseller (a) will only utilize Emergency Services for Approved Uses and (b) will not offer any Emergency Services to a third party as a stand-alone, unbundled service or solution.

Reseller acknowledges and agrees that Emergency Services are only available with the purchase of the Services and through Bandwidth switching facilities equipped to provide Emergency Services. Further, Reseller acknowledges and agrees that Bandwidth can only provide Emergency Services with enhanced functionalities in territories where the ESA can receive enhanced functionalities. All other Emergency Services calls made by End Users successfully registered in Bandwidth's database will be routed using the ten-digit outbound trunks or an emergency call center attendant.

7. Equipment Configuration; Technical Specifications; Testing

7.1 Equipment Configuration. Reseller will ensure that all Reseller Equipment is configured properly to utilize the applicable Services. For clarity, this requirement includes, without limitation, the proper configuration of any and all ethernet switches, ethernet cabling, workstations, servers and operating systems.

7.2 Reseller Technical Specifications. Reseller will provide Bandwidth with the technical specifications necessary for proper network design and installation, and a description of any special arrangements required to accommodate the provisioning of Emergency Services for Reseller. Bandwidth reserves the right not to provision or modify certain features or communications services for Reseller if Bandwidth determines, in its sole discretion, that such provisioning or modification would adversely affect the Emergency Services or Bandwidth's network.

7.3 Reseller Testing. Reseller and Bandwidth will cooperatively perform testing of the Emergency Services during and/or upon completion of Reseller's initial configuration and installation; upon request, Reseller will share the written results of such testing with Bandwidth. Reseller is solely responsible for testing the Emergency Services after installation and periodically throughout the applicable Services Term. In the event Reseller identifies any issue with the Services, Reseller will immediately notify Bandwidth.

8. Reseller Must Provision Valid and Lawful Location Information

8.1 Location Information. For each TN, Reseller must provide Bandwidth with accurate and valid Location Information.

8.2 Updating End User Information. Reseller must promptly update Bandwidth with any change to an End User's Location Information. Reseller acknowledges and understands that (1) in certain jurisdictions, the change of an End User's Location Information may not take effect for up to seven (7) business days, and (2) Reseller is solely responsible for ensuring the impacted End User(s) is informed of any such delay and has access to an alternative method for placing Emergency Services calls until such time as the updated Location Information has taken effect. Reseller will provide Automatic Number Identification (ANI) with every End User call presented to Bandwidth for Emergency Services processing. Bandwidth will have no obligation to provide Emergency Services with respect to any call from an MLTS End User that does not include ANI and will not be liable for any claims arising from any efforts undertaken by Bandwidth to provide Emergency Services under such circumstances.

8.3 PSTN Emergency Call Routing. Reseller acknowledges, understands and agrees that if Reseller chooses to adopt the PSTN emergency call routing option for approved use case scenarios, Reseller is solely responsible for all call charges, even if erroneous calls are placed by unknown persons or companies that accidentally or purposely dial Reseller's private emergency number assigned to it by Bandwidth. Reseller will not be responsible for any charges that are due to error, fault or failure of Bandwidth's system.

9. Reseller Must Provision and Display Authorized TNs and Addresses

9.1 Display Restrictions. Reseller is prohibited from transmitting or displaying on any Emergency Services communications any caller ID number not obtained from Bandwidth or any other third party Emergency Services with respect to such number. By displaying any number in any Emergency Services communications, Reseller represents and warrants to Bandwidth that Reseller has obtained that number from either Bandwidth or another provider of third party Emergency Services with respect to such number.

9.2 TN Inventory. Upon request, Reseller will provide to Bandwidth an inventory of TNs which details the total number of TNs being implemented on Bandwidth's platform and the associated address or serving ESA information for each TN.

9.3 Information Provided to ESA. Bandwidth will provide to the ESA the name, address and TN information that Reseller provides to Bandwidth. For any Emergency Services call, Bandwidth will only pass to the ESA information such as yours, or your customers', facilities, network or station equipment that are made available to Bandwidth's network and equipment for transmission to the ESA.

10. Landline and/or VoIP End User Records Only

Reseller will upload only landline and/or VoIP Subscriber Records into Bandwidth's database. If Reseller wishes to add End Users of cellular or wireless communications services at any time, Reseller and Bandwidth will mutually execute a separate written agreement with respect to any such cellular or wireless End Users.

11. Privacy Waiver for Any Non-Published Information

The party initiating an Emergency Services communication 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 ESA, and End Users may not to block their TN number on their handsets when placing an Emergency Services call.

12. NENA Identification

For Resellers operating in the United States, Reseller will maintain a NENA Company Identifier and remain in good standing with NENA standards, including, but not limited to, the requirement that Reseller will have live technical assistance available on a 24 hour, 7 day a week basis, to permit any ESA to contact Reseller for information that may assist with call trace, hostage situations, and investigation of prank calls.

13. End User Notice Requirements

13.1 Service Limitations. Reseller will inform any End User, subscriber or party using (or any party that might use) Emergency Services of the differences between traditional landline-based Emergency Services and Emergency Services offered via the Internet or with IP technology in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority.

13.2 Disclaimers. Bandwidth will not be responsible if Emergency Services are unavailable due to loss of power or if certain Emergency Services features are not compatible with locally-designated emergency numbers (ex. 911 or 112).

13.3 Required Notices. Reseller will provide End Users with notice of service limitations in a manner and form required by applicable law and/or regulation as relates to the Services.

14. Emergency Call Center Services

14.1 Generally. Any End User or Reseller facilities originating Emergency Service 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. Emergency Service calls that originate from toll free numbers also will be routed to an emergency call center for handling. Calls that are routed to emergency call centers will incur charges as specified in the Rate Sheet.

14.2 End User Records. Reseller will utilize any of Bandwidth's or Bandwidth's approved third party's provisioning tools for the sole purpose of loading End User Records into Bandwidth's database. All information returned by Bandwidth during validation will be used solely to support the Emergency Services.

14.3 Alternative Access. Reseller acknowledges it has been advised to maintain an alternate method of contacting emergency service providers, such as a traditional telephone line. Reseller is responsible for informing End Users of alternate means to contact emergency services personnel. Where applicable, an Emergency Services communication made on a mobile device should default through the mobile network provider.

15. Insurance

Reseller represents and warrants that Reseller will maintain during the Service Term, at Reseller'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 Reseller will designate Bandwidth and its officers, managers, members, and employees as additional insured. Reseller will send evidence of the foregoing insurance to Bandwidth within thirty (30) calendar days of the commencement of the initial Services Term. Reseller will notify Bandwidth in writing at least thirty (30) calendar days prior to any cancellation or termination of a Reseller's insurance, make arrangements for replacement insurance, and provide proof thereof.

Definitions

16. Definitions

16.1 Approved Uses means the provision of Bandwidth's Enhanced 911 Service, Basic 911 Service, DLR 911 Service, and/or Next Generation 911 to (a) End Users who principally utilize such services at such End User's or Reseller's location(s) and occasionally at other locations, whether due to an End User's use of nomadic or mobile devices in connection with such services or otherwise; (b) End Users that are business customers that, during those business customers' customary business hours, should be expected to have reasonably customary 911 usage patterns due to the nature of their

business or operations at such End User's primary location and occasionally at other locations, whether due to an End User's use of nomadic or mobile devices in connection with such services or otherwise; (c) operators of non-emergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center's business or operations; for clarity, central station alarm and other similar call centers that direct calls to emergency services do not constitute "Approved Uses"; and (d) operators of call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as "relay services."

16.2 Automatic Number Identification (ANI) means an identifier that provides the telephone number of the calling party and may be used as the call back number.

16.3 Emergency Service Authority (ESA) means any organization or governmental agency designated to receive and process calls or communications for Emergency Services. An ESA may include a public safety answering point, emergency call center or other entity as required by local law or regulation.

16.4 End User Records means a record associated with an End User resident in Bandwidth's database, including such End User's name, valid street address (not postal address), and ten-digit TN from which the End User may initiate an emergency call.

16.5 Inbound Calling (or, Inbound Calls) means a call from the PSTN through Bandwidth or another IP endpoint to Reseller.

16.6 IP means Internet Protocol.

16.7 Multiline Telephone Systems (MLTS) means a communications system typically used in enterprise settings such as hotels, offices, and campuses, which is comprised of common control units, telephone sets, control hardware and software and adjunct systems, including network and premises based systems, such as Centrex and VoIP, as well as PBX, Hybrid, and Key Telephone Systems (as classified by the Commission under part 68 of title 47, Code of Federal Regulations), and includes systems owned or leased by governmental agencies and non-profit entities, as well as for profit businesses.

16.8 NENA means National Emergency Number Association.

16.9 NENA Company Identifier means the three to five (3 to 5) character identifier obtained by a Reseller from the National Emergency Number Association (NENA), 4350 N. Fairfax Drive, Suite 750, Arlington, VA 22203-1695. The NENA Company ID allows the PSAP to identify the switching carrier for the caller, and to determine the 24 x 7 number of the entity for emergency contact needs.

16.10 NRA means a national regulatory authority or any other competent authority that establishes and/or enforces rules, regulations and guidelines applicable to the Service(s) offered by Bandwidth.

16.11 Outbound Calling means a call originated by a customer's end user that routes through the Bandwidth network to a destination on the PSTN or another IP endpoint.

16.12 PSTN means the Public Switched Telephone Network.

16.13 Telephone Number (TN) means a PSTN 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.

16.14 Traceback Request means a request from a traceback administrator authorized by the U.S. Federal Communications Commission-approved Industry's Traceback Group for information about suspicious robocalls that have been sent to a downstream provider.