

## Video and WebRTC Calling API Supplemental Legal Terms

Customer's use of Video and WebRTC is subject to Customer's compliance with these Video and WebRTC Supplemental Legal Terms ("**Supplemental Terms**"), which are fully incorporated into the Communications Services Agreement or any other separate written agreement entered into between the Parties in which Customer is expressly authorized to use the Services solely for its own internal business purposes, 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.

### 1. **Responsibility to Control and Manage Traffic**

In addition to any other terms and conditions of the Services Agreement, the applicable Product Terms, and these Supplemental Terms, Customer will: (a) manage the integrity of the traffic egressing Customer's network, and (b) 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 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 Customer's traffic until such time as the circumstances leading to the protective action are resolved.

**2. General Regulatory Compliance.** Customer agrees that (a) it will fully comply with any and all applicable laws and regulations as it relates to the utilization of the Services by Customer, Customer's End Users, or any other person or entity to which Customer provides any services utilizing the Services and (b) 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 Customer, 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 Customer.

### 3. **CALL AND VIDEO RECORDING LIMITATION OF LIABILITY AND THIRD PARTY CLAIMS**

Bandwidth expressly disclaims all liability arising out of, or related to, the use by Customer, its End Users, or any third party of Bandwidth's call and video recording function of Video and WebRTC. Customer will defend Bandwidth Indemnified Parties from and against any and all third party Claims related to the recording of any conversations using Video and/or WebRTC, and indemnify and hold harmless Bandwidth (and its Affiliates) from any Damages awarded against Customer or for settlement amounts approved by Customer for such Claims.

**4. 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 the Services Agreement, these Supplemental Terms, the Product Terms, and/or the applicable Order Form(s).