

## Video and WebRTC Calling API (Reseller) Supplemental Legal Terms

Reseller's use of Video and WebRTC is subject to Reseller's compliance with these Video and WebRTC 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 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, applicable Product Terms, and/or these Supplemental Terms, Reseller will: (a) manage the integrity of the traffic egressing Reseller's network; (b) manage and correct, 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 single numbers, (2) unassigned NPA-NXX-X, and/or (3) 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 fully comply with any and all applicable laws and regulations, as it relates to the utilization of the Services by Reseller, its customers and/or End Users, or any other person or entity to which Reseller 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 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 AND VIDEO RECORDING LIMITATION OF LIABILITY AND THIRD PARTY CLAIMS.** Bandwidth expressly disclaims all liability arising out of, or related to, the use by Reseller, its customers and/or End Users, or any third party of Bandwidth's call and video recording function of Video and WebRTC. Reseller 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 Indemnified Parties from any Damages awarded against Reseller or for settlement amounts approved by Reseller 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 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).