

## Inbound Calling Supplemental Legal Terms

Customer's use of Inbound Calling is subject to Customer's compliance with these Inbound Calling 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. PROGRAMMABLE VOICE APIS 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 Programmable Voice APIs. Customer will defend Bandwidth (and its Affiliates) from and against any and all third party Claims related to the use of any Programmable Voice APIs with Inbound Calling, and indemnify and hold harmless Bandwidth (and its Affiliates) from any Damages awarded against Bandwidth (and its Affiliates) or for settlement amounts approved by Customer for such Claims.

For purposes of these Supplemental Terms, "Programmable Voice APIs" includes access to the following functionalities: media streaming, call recording, and call transcription.

### **2. NO EMERGENCY SERVICES**

**CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THESE SUPPLEMENTAL TERMS AND APPLICABLE PRODUCT TERMS WILL BE STRICTLY LIMITED TO THE PROVISION TO CUSTOMER OF INBOUND CALLING AND DO NOT INCLUDE ANY EMERGENCY SERVICES AND, AS OF THE EFFECTIVE DATE OF THE APPLICABLE ORDER FORM FOR INBOUND SERVICES, CUSTOMER HAS OBTAINED, FROM EITHER BANDWIDTH OR, WHERE PERMITTED BY APPLICABLE LAW, FROM ANY OTHER THIRD PARTY, EMERGENCY SERVICES AS REQUIRED BY APPLICABLE LAW.**

**3. EMERGENCY SERVICES LIMITATION OF LIABILITY AND THIRD PARTY CLAIMS.** In the event Customer fails to meet its obligations outlined in Section 2, Bandwidth expressly disclaims all liability arising out of, or related to, the use or misuse by Customer, its End Users, or any third party of Inbound Calling in contravention to Section 2. Customer will defend Bandwidth (and its Affiliates) from and against any and all third party Claims related to the use or misuse of Inbound Calling in contravention to Section 2, and indemnify and hold harmless Bandwidth (and its Affiliates) from any Damages awarded against Bandwidth (and its Affiliates) or for settlement amounts approved by Customer for such Claims.

### **4. TN Assignment and Porting**

**4.1 TN Assignment.** As part of Inbound Calling, Bandwidth may assign Customer TNs, which are subject to rules and regulations by the applicable NRAs. Customer acknowledges and understands that (a) TNs are a limited public resource subject to various regulations, (b) the assignment of TNs to Customer does not constitute a transfer of property or sale of numbering rights by Bandwidth, and Customer will not be entitled to claim any ownership rights to the TNs, and (c) Customer'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.

**4.2 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.

**4.3 Geographic Restrictions.** Some TNs may be restricted, by local law or regulation, for use only within certain geographic areas. Such laws may require the collection of certain End User Information in order to prove residence within the applicable location; in such cases, Customer 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 Customer's web portal, and (c) the End User Information is accurate and up-to-date at all times.

**4.4 Porting Numbers.** Customer 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 Customer port request, Bandwidth may require (a) a completed and signed Letter of Authorization (LOA) from Customer that identifies the TNs Customer is requesting to port from a third party carrier to Bandwidth and/or (b) a recent copy of the phone bill identifying Customer's billing TN, together with the associated TNs Customer is requesting to be ported. Customer agrees to produce valid LOA(s) and/or bill copy(ies) promptly upon request.

## **5. Definitions**

**5.1 Affiliate** means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" means the direct or indirect power to direct the management and policies of an entity, whether through ownership of voting interests, by contract or otherwise.

**5.2 Inbound Calling (or, Inbound Calls)** means the delivery of voice calls from the PSTN through Bandwidth or another IP endpoint to Customer's TNs.

**5.3 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.

**5.4 Party** means each contracting party to the Services Agreement; specifically, Customer and Bandwidth.

**5.5 PSTN** means the Public Switched Telephone Network.

**5.6 Telephone Number (TN)** means a PSTN telephone number assigned by Bandwidth to Customer (or that Customer ports to Bandwidth) (other than a TFN) and is used by Customer in connection with any applicable Service.

**5.7 TFN** means a Toll Free number that is assigned by Bandwidth to Customer (or that Customer ports to Bandwidth) for use with the Bandwidth Toll Free Service.

**5.8 Toll Free Calling or Toll Free** means a call placed to a Toll Free number.

**5.9 Toll Free Service** means an IP termination service for PSTN originated calls to terminate to TFNs provided by Bandwidth.