

Inbound Calling (Reseller) Supplemental Legal Terms

Reseller's use of Inbound Calling is subject to Reseller's compliance with these Inbound Calling (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.

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; (b) manage, correct, and block, as necessary, any illegal, abusive, or fraudulent calling; 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 network, including without limitation, to suspend Reseller's traffic until such time as the circumstances leading to the protective action are resolved, or terminate the Services pursuant to these Supplemental Terms.

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. PROGRAMMABLE VOICE APIS 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 Programmable Voice APIs. Reseller 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 Reseller for such Claims.

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

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.

5. NO EMERGENCY SERVICES

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

6. EMERGENCY SERVICES LIMITATION OF LIABILITY AND THIRD PARTY CLAIMS

In the event Reseller fails to meet its obligations outlined in Section 5, Bandwidth expressly disclaims all liability arising out of, or related to, the use or misuse by Reseller, its customers and/or End Users, or any third party of Inbound Calling in contravention to Section 5. Reseller 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 5, and indemnify and hold harmless Bandwidth (and its Affiliates) from any Damages awarded against Bandwidth (and its Affiliates) or for settlement amounts approved by Reseller for such Claims.

7. TN Assignment and Porting

7.1 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 (a) TNs are a limited public resource subject to various regulations, (b) it will request and obtain TNs from Bandwidth in amounts only reasonably necessary to utilize with its services, (c) 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 (d) 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.

7.2 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.

7.3 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 TNs, 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 7.3 (Geographic Restrictions).

7.4 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 (a) 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 (b) 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.

8. Definitions

8.1 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.

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

8.3 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.

8.4 Party means each contracting party to the Services Agreement; specifically, Reseller and Bandwidth.

8.5 PSTN means the Public Switched Telephone Network.

8.6 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.

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

8.8 Toll Free Calling or Toll Free means a call placed to a Toll Free number.

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