

## Emergency Services (Reseller) Supplemental Legal Terms

Reseller's use of the Emergency Services is subject to Reseller's compliance with these Emergency Services (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 elsewhere defined 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. Authorization; Approved Uses; Usage Restrictions

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.

### 2. Geographic or Service Limitations

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 correctly registered in Bandwidth's database will be routed using the ten-digit outbound trunks or an Emergency Call Center (ECC) attendant.

### 3. Equipment Configuration; Technical Specifications; Testing

**3.1 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.

**3.2 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.

**3.3 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. If Reseller identifies any issue with the Services, Reseller will immediately notify Bandwidth.

#### **4. Reseller Must Provision Valid and Lawful Location Information**

**4.1 Location Information.** For each TN, Reseller must provide Bandwidth with accurate and valid Location Information. If location information is found to be invalid, incomplete, or insufficient, Reseller is solely responsible for updating or correcting the missing or incomplete information. Bandwidth is not responsible for any routing errors that may occur while invalid location information is outstanding. This requirement applies to TNs purchased from Bandwidth directly and/or TNs ported into your Bandwidth account.

**4.2 Updating End User Information.** Reseller must promptly update Bandwidth, in the manner designated by 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.

**4.3 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.

#### **5. Reseller Must Provision and Display Authorized TNs and Addresses**

**5.1 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.

**5.2 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.

**5.3 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 Reseller's, or your customers', facilities, network or station equipment that are made available to Bandwidth's network and equipment for transmission to the ESA.

#### **6. 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.

## **7. 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.

## **8. 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.

## **9. End User Notice Requirements**

**9.1 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.

**9.2 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).

**9.3 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.

## **10. Emergency Call Center Services**

**10.1 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 TFNs 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.

**10.2 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.

**10.3 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.

## 11. Insurance

Reseller represents and warrants that Reseller will maintain during the Service Terms, 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.

## 12. Network Outage Notification

Reseller shall be responsible for complying with governmental or regulatory requirements to report actual or potential network outages ("**Outage Notification**") that might impact Emergency Services. Reseller agrees to indemnify and hold Bandwidth harmless for Reseller's failure to comply with any Outage Notification requirements.

## 13. Definitions

**13.1 Approved Uses** means the provision of Emergency Services 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 emergency call 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 Emergency Services 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 response centers 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."

**13.2 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.

**13.3 Emergency Services 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.

**13.4 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.

**13.5 IP** means Internet Protocol.

**13.6 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.

**13.7 NENA** means National Emergency Number Association.

**13.8 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.

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

**13.10 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.

**13.11 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.

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

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