

Reseller Inbound Calling Product Terms

These Reseller Inbound Calling Product Terms (the “**Product Terms**”) supplement 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 Product Terms will have the meaning ascribed to them in the Services Agreement, applicable Supplemental Legal Terms, or any applicable Order Form.

With respect to the provision of Inbound Calling in any particular geographic area in which Bandwidth Inc. is not licensed to provide the Services or otherwise decides not to provide the Inbound Calling, we will provide Inbound Calling through an Affiliate and you will execute an Order Form directly with our Affiliate, such Order Form to be subject to the terms of these Product Terms.

1. **Service Description.** Inbound Calling enables real-time Internet Protocol (“**IP**”) voice communications originating from end users on the public switched network to terminate on Resellers’ IP-compatible equipment.
 - a. **Numbers.** Bandwidth offers Inbound Calling in conjunction with the following types of Numbers, depending on country as set forth in the Service Restrictions:
 - i. Geographic (Local or Fixed) Numbers
 - ii. National Numbers
 - iii. Mobile Numbers
 - iv. Toll-Free Numbers
 - v. Shared Cost Numbers
 - b. **Add-On Inbound Calling Services and/or Functionalities.** The following may be purchased in addition to Inbound Calling:
 - i. **Programmable Voice APIs**
 1. **Call Recording.** Inbound Calling may provide a function that allows the recording of individual telephone conversations at the direction of Reseller. In order to make such a request, Reseller must write software to call a Programmable Voice API. Bandwidth will retain any recording for thirty (30) days from the date of any applicable recording, unless the Services Agreement and/or the Order Form earlier terminate, in which event Bandwidth will have no further obligation to retain any recording thereafter. The laws regarding the notice, notification, and consent requirements for recording conversations vary by country and state, where applicable. In some countries or states, one must obtain consent from all parties to record a conversation. Reseller (and any applicable Subscriber or End User) is solely responsible for complying with all applicable laws in any relevant jurisdiction when using this feature.
 2. **Call Transcriptions.** Inbound Calling may provide a function that allows a transcription of individual telephone conversations at the direction of Reseller. In order to make such a request, Reseller must write software to call a Programmable Voice API. Bandwidth will retain any transcription for thirty (30) days from the date of any applicable transcription, unless the Services Agreement and/or the Order Form earlier terminate, in which event Bandwidth will have no further obligation to retain any transcription.

For clarity, two versions of call transcriptions exist. For batch transcription, call recording is a prerequisite to being able to transcribe a call, and therefore, the foregoing provisions regarding “Call Recording” apply to any call recorded and subsequently transcribed. In addition to batch transcription, Bandwidth provides a real-time transcription capability that does not utilize call recording and performs a live transcription of a voice call in real time. Reseller (and any applicable Subscriber or End User) is solely responsible for complying with all applicable laws in any relevant jurisdiction when using this feature.

3. **Media Streaming.** Inbound Calling may provide a function that allows the Reseller to stream the contents of a voice call to third-party services, specified by the Reseller, that have the capability to perform real-time analysis of the call. Bandwidth provides the streaming capability but does not otherwise process or retain the streamed voice media. Bandwidth will only stream media if it receives an explicit request from the Reseller to do so. The Reseller must write software to call a Programmable Voice API and specify where to direct the media stream.
 4. **Text to Speech.** Inbound Calling may provide a function that allows the Reseller to programmatically specify text in the form of words and/or sentences to be converted to audio and played into the call. Bandwidth supports a number of voices, including multiple languages. Bandwidth provides the capability but does not retain the text specified by the Reseller. Reseller (and any applicable Subscriber or End User) is solely responsible for complying with all applicable laws in any relevant jurisdiction when using this feature.
- ii. **Directory Services.** Directory Services allows Reseller or its Subscriber or End User to register name and address details associated with Reseller’s Number with the national directory listings.
 - iii. **Caller ID Name (hereinafter “CNAM”).** CNAM allows Reseller to optionally use the following with Bandwidth Numbers actively enabled with Inbound Calling in the United States only:
 1. A look-up of registered CNAM information for Inbound Calls to Reseller. Reseller will not store or cache any CNAM information provided to Reseller by Bandwidth after Reseller performs any applicable CNAM look-up via Bandwidth’s platform.
 2. Registration of CNAM information for Reseller’s Number resources within an industry database so that the called party’s carrier may query that database in order to provide calling party CNAM information to their end user. Display of registered CNAM information is at the discretion of the terminating carrier, and cannot be guaranteed.
 - iv. **Fax to PDF.** Fax to PDF Service enables Reseller or any of its Subscribers or End Users to receive a Fax via SMTP or HTTP on a Number.
 - v. **Fax (T.38).** Fax (T.38) Service enables Reseller to receive a fax over the Internet if T.38 is enabled on a Number and subject to the support of T.38 both in-country and by every carrier in the call flow.

2. Service Limitations

- a. Inbound Calling excludes:
 - i. Outbound Calling
 - ii. Emergency Services
 - iii. All other x11 services
 - iv. Collect Calling
 - v. All operator, assisted, or intercept calling services
 - vi. Class 5 Features
- b. Diversion Header, Fax to PDF, and Fax (T.38) are not available on Numbers for some countries, as set forth in the Service Restrictions.
- c. By default, Bandwidth does not support early media. To the extent Reseller desires to independently use early media with Inbound Calling and/or Numbers, it shall not use early media in an abusive or excessive way, and limit the duration of early media to less than sixty (60) seconds. For the purpose of this clause, “early media” refers to media (e.g., audio and video) that is exchanged before a call session and is accepted by the called party. Any use of early media generated by the called party other than ringtones and short tariff announcements are deemed to be abusive.
- d. Reseller may not (i) use or otherwise enable any Numbers provided by Bandwidth (or its Affiliates) at any time in connection with any Usage, Messaging and/or any other form of traffic other than Usage, Messaging and/or any other form of traffic from Bandwidth and its Affiliates, or (ii) establish and/or operate Peer-to-Peer Relationships with any third party(ies) with respect to any Numbers provided by Bandwidth (or its Affiliates) at any time.
- e. The numbering format supported by Bandwidth is ITU E.164, as set forth in the international E.164 Numbering Plan.
- f. Bandwidth can only support a single Directory Listing per Number, subject to country availability.

3. Service Requirements

- a. **Subscriber and End User Information.** Reseller will have the sole responsibility to input, validate and maintain accurate information with respect to Reseller’s Subscribers or End Users; Reseller will furthermore be solely responsible for all support of Reseller’s Subscribers or End Users as it relates to Inbound Calling. For clarity, with respect to all Class 5 Features that Reseller may offer to Reseller’s Subscribers or End Users from time to time, Reseller will provide to Bandwidth all accurate information required to support Inbound Calling with respect to such services, even if Reseller obtains such information from Reseller’s applicable Subscribers or End Users.
- b. **Directory Listing and Related Services.** Reseller is solely responsible for the accuracy of the data provided to Bandwidth, and Bandwidth reserves the right to exclude any incorrect, incomplete or non-compliant data from publication. Reseller agrees that the directory information published in the universal directory of the country where the Number was allocated may also be transferred to other commercial directory services providers of the country. Reseller acknowledges and agrees that the name, address and Number

details published in the applicable directory services will also be available for reverse query (i.e., search based on the Number to identify the name and address of the Subscriber or End User). Bandwidth may decline to publish directory information that fails to meet the regulatory requirements for a country.

- c. **Number Activation Requirements.** Reseller is responsible for providing all compliance-related documents and information, where applicable, in order to activate a Number.

4. Charges and Rates

- a. All Services are provided pursuant to the Rate Sheet. If new features and functionalities (collectively, “**New Features**”) added are not included in Reseller’s Rate Sheet, then Bandwidth’s then-standard rates will constitute the rates for such Services, solely to the extent the Reseller uses the New Features.
- b. **All rates are subject to change upon no less than seven (7) calendar days’ prior notice.** Bandwidth will send such prior notice to Reseller via email to Reseller’s designated contact. Reseller will be deemed to have received and accepted such changed rates upon Bandwidth’s transmission of the email(s) containing the electronic file(s).
- c. **Consumption:** Inbound Calling will be charged in accordance with Usage-based consumption or Capacity-based consumption (where applicable) as set forth on Reseller’s Rate Sheet.

- i. **Capacity:**

The following applies only for Capacity-based consumption:

- 1. Reseller commits to purchase a number of Channels (the “**Threshold**”) in advance at a per-Channel price, in exchange for reduced rate on Usage-based traffic. Reseller sets the Threshold.
- 2. Unless otherwise agreed upon by the Parties, Reseller can only purchase Channels in batches of ten (10).
- 3. If Reseller exceeds the Threshold in an applicable billing cycle, also known as a Burst, then Reseller will be charged for such Burst Channels in accordance with the rates set forth in Reseller’s Rate Sheet.
- 4. Any increase made by Reseller to the Threshold in its Account will be effective commencing with the next full billing cycle following the date the increase was made. Notwithstanding the foregoing, Bandwidth reserves the right to restrict Reseller’s ability to increase the Threshold if such Threshold goes beyond Bandwidth’s network limits.
- 5. Any decrease requested by Reseller to the Threshold must be made by submitting a request at <https://support.bandwidth.com> (or such other means Bandwidth may provide to Reseller from time to time by written notice). Such decrease will be effective commencing with the next full billing cycle following the date the decrease was made.

- ii. **Usage:**

The following applies only for Usage-based consumption:

1. Unless specified otherwise, Inbound Calls will have the billing increments as set forth on our website at <https://www.bandwidth.com/legal/product-terms/>, which shall be subject to change upon seven (7) calendar days' prior notice from Bandwidth.
 2. **The following applies if Reseller uses Inbound Calling for call forwarding or other similar purposes:** Additional charges apply with respect to any Outbound Calling resulting from Reseller's use of Inbound Calling to forward any applicable Inbound Call to another Number.
 3. For Inbound Calling in the United States, all Rates do not include any applicable origination charges by or from third party payphone providers; if Reseller receives any Inbound Calls originating from a payphone, such calls will be subject to a charge, payable by Reseller, per call based on regulated Federal Communications Commission ("FCC") Payphone Compensation rules.
5. **Porting Numbers.** Bandwidth's Number porting includes Geographic (Local or Fixed) Number portability, Mobile Number portability, Toll-Free Number portability and Shared Cost Number portability. If available for a given Number, this indicates Reseller's ability to port the Number into or out of Bandwidth's network.

a. Porting a Number to Bandwidth's Network

- i. To the extent Number portability is allowed and supported in a particular country, Reseller may be entitled to port in active Numbers from other operators to Bandwidth's network.
- ii. Prior to or contemporaneously with each inbound port request, Reseller shall, if requested, submit to Bandwidth a valid Letter of Authorization ("**LOA**") from the applicable Subscriber or End User on a form acceptable to Bandwidth.
- iii. Bandwidth may also request further requirements in order to port a Number (e.g., personal ID, proof of address, etc).
- iv. For any port in, Bandwidth will charge to Reseller the port fee per Number. Such fee is communicated to the Reseller prior to processing the port-in request.

b. Porting a Number out of Bandwidth's Network

- i. Upon request from an End User or Subscriber to port-out one or more active Numbers, Bandwidth will oblige such request without Reseller's explicit consent to Bandwidth if Number portability is supported in such country.
- ii. Bandwidth may request a copy of the LOA from the gaining carrier authorizing the new operator to import a Number from the End User, before or after processing such a request.
- iii. For the porting out of one or more Numbers, Bandwidth may charge Reseller an administrative fee per Number. Such charges are indicated prior to porting and will not accrue against any minimum spend commitment agreed to between the Parties.
- iv. When Numbers are not directly allocated to Bandwidth by the relevant local numbering authority, Bandwidth will, on behalf of Reseller, file the port out request directly with the range holder. On such port out requests, the Parties agree that Bandwidth will never bear any liability whatsoever.

- v. Except as provided in any relevant legislation, Reseller and its Subscribers or End Users can no longer invoke user rights on a Number after cancellation, including (but not limited to) the right to port.
- 6. **Number Management.** Reseller will obtain numbering resources from Bandwidth in amounts only reasonably necessary for Reseller to conduct its business and as contemplated by the Services Agreement. Reseller will not retain numbering resources without the intent for prompt usage of those resources. Reseller will not use or support the use of pooling or rotating numbering resources to obscure the identity of a Subscriber or End User or to evade the detection of potentially fraudulent or inappropriate usage. Subject to applicable laws or regulations, Bandwidth retains the right to reclaim numbering resources which have not been used within fourteen (14) days of ordering, unless otherwise communicated in Service Restrictions.

7. Additional Terms

a. The following applies to Toll-Free Service within the North American Numbering Plan:

- i. **General.** Bandwidth is the Responsible Organization for Toll-Free Numbers for Toll-Free Service. Reseller will not use (or reconfigure to support such use) either Toll-Free Service or any Toll-Free Number obtained from Bandwidth in connection with Toll-Free Service for any outbound calls placed by Reseller or Reseller's Subscribers or End Users, or any Improper Calls. In addition to any rights or remedies that may be available pursuant to the Services Agreement and/or the AUP, Bandwidth may immediately take any action to prevent Improper Calls, including, without limitation, denying Toll-Free Service to particular Numbers or terminating any Toll-Free Service. If Reseller uses or reconfigures Toll-Free Service to place outbound calls, Reseller will pay Bandwidth for any such calls at Bandwidth's then-current applicable rates.
- ii. **Regulatory Matters.** If any calls placed to Reseller via Toll-Free Service contain a privacy indicator imposed by the originating telephone subscriber, Bandwidth will provide call detail information to Reseller notwithstanding the privacy indication; provided, however, Reseller acknowledges and agrees that (A) Reseller will use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction; (B) Reseller will not reuse and/or sell the Toll-Free Number or billing information without first notifying the originating telephone subscriber and obtaining affirmative written consent of such subscriber for such reuse or sale; and (C) except as permitted in (A) or (B) above, Reseller is prohibited from using any information derived from ANI, CPN or the charge number service for any purpose other than (1) performing services or transactions that are the subject of the originating subscriber's telephone number, (2) ensuring network performance, security and the effectiveness of call delivery; (3) compiling, using and disclosing aggregate information, and (4) complying with applicable law or legal process.

- b. Bandwidth will determine the terminating carrier based on the terminating ANI.

8. Definitions

- a. **“Account”** means an account that enables Reseller to access and use certain Bandwidth Electronic Tools in order to consume the Services, and may require the creation of a username and password or other means of access designated by Bandwidth.
- b. **“ANI”** means automatic number identification. ANI is a North American term, and Calling Line Identification (**“CLI”**) is an alternative term that is used in other geographic locations.
- c. **“AUP”** means Bandwidth’s Acceptable Use Policy, available at <https://www.bandwidth.com/legal/acceptable-use-policy/>.
- d. **“Burst”** means Channels used in excess of the Threshold.
- e. **“Capacity”** means a type of consumption of Inbound Calling.
- f. **“Channel”** means a completed single concurrent voice call.
- g. **“Class 5 Features”** means additional phone features beyond standard routing and audio. For example, both call hunting and voicemail are Class 5 Features.
- h. **“CNAM”** means Caller ID with Name.
- i. **“Collect Calling”** means a service in which the calling party can place a call at the called party's expense.
- j. **“Consumer”** means an individual person who subscribes to specific wireless messaging services or messaging applications. Consumers do not include agents, representatives, or any other individuals acting on behalf of Non-Consumers, including businesses, organizations, political campaigns, or entities that send messages to Consumers.
- k. **“CPN”** means called party number.
- l. **“Directory Listing”** means the inclusion of Reseller’s activated Number and associated subscriber name in a relevant public database for directory listing. It is limited to a single listing instance per Number.
- m. **“Diversion Header”** means a call diverted to a Bandwidth Number.
- n. **“Emergency Services”** means the technical capability to deliver emergency calls to emergency response centers. Emergency calls are generally placed by a caller who dials a lawfully-established and jurisdictionally-appropriate emergency short code number (e.g., 911 in the US, or 112 in Europe).
- o. **“Geographic (Local or Fixed) Number”** means a telephone number that is associated with a specific geographic location or region.
- p. **“Improper Calls”** means call types that (i) would result in Bandwidth incurring originating access charges, local exchange carrier “DIP” fees or other call types that may be subject to a reverse billing process, (ii) Emergency Service calls; (iii) any unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like; and/or (iv) mass calling events, excessive non-completed and invalid calls and failed calls due to inadequate Reseller capacity.

- q. **"Inbound Calling"** (or **"Inbound Calls"**) means the Service as described in the Service Description above.
- r. **"Messaging"** means a Short Message Service delivering messages between Reseller's IP address(es) or domain(s) and Bandwidth's Messaging facilities.
- s. **"Mobile Number"** means a Number that, according to its national numbering plan, can be used for Mobile Usage.
- t. **"Mobile Usage"** means characteristic of a telecommunications service that is used while in motion, pursuant to which an end user moving over long distances is able to use the Service without any interruption.
- u. **"National Number"** means a telephone number that is assigned for use throughout an entire country.
- v. **"Number"** means a telephone number used by Reseller to receive a Service, as further specified in the Service Description.
- w. **"Outbound Calling"** means a Service enabling real-time Internet protocol voice communications originated from Resellers' IP-compatible equipment to terminate to end users on the public switched or IP networks.
- x. **"Peer-to-Peer Relationships"** mean direct network interconnection arrangements that permit Reseller and any applicable third party to exchange traffic associated with Numbers provided by Bandwidth directly to each other without utilizing Bandwidth's network with respect to such traffic.
- y. **"Programmable Voice API"** means a Bandwidth API that includes access to a range of voice functionalities including, but not limited to supporting call recording and transcriptions.
- z. **"PSTN"** means the Public Switched Telephone Network.
- aa. **"Responsible Organization"** means the Party hereto that is responsible for managing and administering the account records in the Toll-Free Service Management System Database.
- bb. **"Service Restrictions"** means usage policies and guidelines that establish how Reseller may use the Services, which are available from Reseller's Account and as may be amended from time to time.
- cc. **"Shared Cost Number"** means a telephone number where the cost of the call is shared between the caller and the party being called.
- dd. **"Short Code"** means a 5, or 6-digit number typically used by businesses, entities, or organizations for high-volume communications with Consumers.
- ee. **"Short Message Service"** or **"SMS"** means the text communication service component of mobile communication systems that allows the exchange of short text messages between fixed line or mobile phone devices.

- ff. **“Threshold”** means the number of Channels Reseller sets in its Account.
- gg. **“Toll-Free Calling”** or **“Toll Free”** means a call placed to a Toll-Free number, also known as “Free Phone” in certain countries.
- hh. **“Toll-Free Number”** means a telephone number that allows callers to reach a person or business without incurring charges for the call.
- ii. **“Toll-Free Service”** means an IP termination service for PSTN originated calls to terminate to Toll-Free Numbers provided by Bandwidth.
- jj. **“Usage”** means call traffic (including SMS, MMS, or Short Code) measured in units, usually in minutes or seconds (except with respect to SMS).

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