United States and Canada Reseller Messaging Product Terms

These United States and Canada Reseller Messaging 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.

1. **Service Description.** These Product Terms apply to the following Services:

    a. "**Messaging**" is a Short Message Service, Multimedia Message Service, and Rich Communications Service (where applicable) delivering Messages between Reseller's IP address(es) or domain(s) and Bandwidth's Messaging facilities.

        i. "**A2P Messaging**" is a type of Messaging that enables delivery of Messages between TNs, TFNs, Short Codes, and/or RCS for Business Messaging ("**RCS**") Agents associated with applications and/or other communication service(s) to TNs, TFNs and/or Short Codes associated with individual End Users, as determined by Bandwidth in its reasonable discretion and interpreted in accordance with the applicable CTIA Messaging Principles and applicable laws.

        ii. "**P2P Messaging**" is a type of Messaging which delivers Messages between TNs sent by a Consumer to one or more Consumers. P2P Messaging is generally conversational, and an incoming Message typically generates a response from the recipient.

    b. **Add-On Messaging Services.** The following may be purchased in addition to Messaging:

        i. "**Hosted Messaging**" is a Service in which Bandwidth makes an Electronic Tool available to permit Reseller to obtain Messaging from Bandwidth with respect to TNs and/or TFNs provided to Reseller by another Bandwidth customer or by third party provider(s). Hosted Messaging does not apply to Short Code provisioning, but does include the ability for a hosted TN to send a Message to a Short Code and/or for a Short Code to send a Message to a hosted TN.

        ii. "**Messaging Transfer Confirmation**" is a Notification Service that permits Reseller to decide whether to enable SMS and MMS Messaging with a third-party messaging provider ("**Third-Party Messaging Provider**").

        iii. "**2 Factor Authentication ('2FA') or Multi-Factor Authentication ('MFA')**" is a Service that provides Resellers with the ability to request a unique, time-limited code be sent to an End User on a pre-established communication channel for the purpose of validating, verifying or authorizing such End User.

2. **Service Requirements.** Reseller is solely responsible for all use of the Services in accordance with the following requirements:

    a. **Compliance with CTIA Messaging Principles, CTIA Short Code Monitoring Handbook, and Applicable Laws. Reseller's use of Messaging must comply with any applicable CTIA Messaging Principles and all applicable laws**. Reseller will be solely responsible for the evaluation and qualification of Reseller's actual and prospective End Users', customers', and/or Subscribers' use cases to ensure such use cases follow applicable CTIA Messaging Principles and, where applicable to A2P Messaging, the provisions below regarding "Campaign Registration and/or Approval and Related Matters." Any Message that does not comply with the CTIA Messaging Principles, applicable laws,

and/or the provisions below regarding "Campaign Registration and/or Approval and Related Matters" (if applicable) constitutes a violation of the AUP.

b. **When Reseller utilizes A2P Messaging, the following also will apply to A2P Messaging:**

    i. **Campaign Registration and/or Approval and Related Matters. Unless separately agreed to between the parties in writing, for all Messaging, registration and/or verification is required.** A "**Campaign**" is a Message-based, one-way or two-way conversation utilizing A2P Messaging that an End User consents to receive (or otherwise "opts in" to) in accordance with customary industry standards and applicable law.

        1. **Short Codes**: Any Short Code Campaign must be pre-registered and pre-approved by wireless carriers.

        2. **TFNs**: Any TFN use cases must be verified pursuant to prevailing industry standards by Bandwidth.

        3. **TNs**: Any 10DLC Campaign must be pre-registered pursuant to prevailing industry standards. However, in the absence of any applicable industry standards, as reasonably determined by Bandwidth, a Campaign use case must be registered with Bandwidth.

        4. **RCS Agents**: Any RCS Agent must be approved pursuant to prevailing industry standards before it is commercially launched on a carrier network.

    ii. Unless expressly authorized by Bandwidth in writing, Reseller will not use A2P Messaging for: (a) affiliate lead and/or commission generation; (b) advertisements for loan(s) and PayDay Loans; (c) credit repair; (d) debt relief; (e) "work from home," "secret shopper," "homes for cash" or other similar advertising Campaigns; (f) lead generation Campaigns that state or imply sharing of collected information with third parties; (g) the improper creation or resale of phone verified accounts for services not owned by Reseller; (h) third-party debt collection; (i) distribution, malware or app downloads from non-secure locations; (j) content related to gambling, firearms, cannabis/CBD, and tobacco and vaping products; (k) machine-to-machine messages (M2M or IoT) which interact directly with End Users; (l) any other Message(s) (or types of Message(s)) not in compliance with the recommendations of and/or prohibited by the then-effective CTIA Messaging Principles; and/or (m) any content or purpose in violation of the AUP. Bandwidth may revoke, at any time and in its sole discretion, any authorization provided by Bandwidth to permit any such use of A2P Messaging.

    iii. **Advertisements and Promotional Materials.** All Promotional Messaging containing advertisements must comply with the guidelines set forth in Exhibit A, as may be updated by the applicable governing entity from time-to-time.

    iv. **Age-Restricted Products**. Bandwidth will only power Campaigns associated with age-restricted products and services (such as alcohol, firearms, or tobacco) if the following requirements are met:

        1. Such Campaign complies with carriers' codes of conduct and prevailing industry standards.

        2. Reseller and/or Message Sender demonstrate that they have strict age validations in place for Message recipients.

        3. Reseller agrees it will work with Bandwidth's messaging compliance team to ensure that the Campaign content is approved.

    v. **Reseller will not:** (a) use any methods designed or intended to evade fraud, spam and/or other similar controls utilized by Bandwidth and/or applicable wireless carriers; (b) utilize dynamic routing that results in frequent changes to the delivery path of Message(s) delivered with A2P Messaging; (c) use Shared Codes; (d) participate in Spoofing; (e) utilize Grey Routes to send Non-Consumer A2P Messages; and/or (f) send Messages containing any of the following:

        1. Anonymous and opaque websites that serve to conceal the Message Sender's identity.

a. To clarify, web addresses contained in Messages as well as any websites to which they redirect should unambiguously identify the website owner (i.e., a person or legally registered business entity) and include contact information, such as a postal mailing address.

b. Additionally, landing websites that collect personal information should have a published, conspicuously accessible privacy policy.

2. TNs or TFNs that are assigned or forwarded to unpublished phone numbers.

3. URL shorteners other than in accordance with customary industry practices.

a. Message Senders should use a shortener with a web address and IP address(es) dedicated to the exclusive use of the Message Sender.

vi. **Confirmation of Opt-In.** Each Campaign must require End User consent to receive any Message(s) delivered with A2P Messaging. The confirmation Message should include: (a) the program name or product description; (b) customer care contact information (e.g., a TFN, TN, or HELP command instructions); (c) how to opt-out; (d) a disclosure that the Messages are recurring and the frequency of the Messaging; and (e) clear and conspicuous language about any associated fees or charges and how those charges will be billed.

vii. **Confirmation of Opt-Out.** Each Campaign must permit any applicable End User(s) to revoke any prior consent at any time and in any reasonable manner, including, without limitation, texting commands such as "stop," "quit," "end," "revoke," "opt out," "cancel," or "unsubscribe." Reseller will ensure that End User(s) are informed of (and have readily available access to) a process to cancel receipt of Message(s) from any applicable Campaign and/or "opting out" of any such Message(s). Message Senders should acknowledge and honor all Consumer opt-out requests by sending one final opt-out confirmation Message per campaign to notify the Consumer that they have opted-out successfully. No further Messages should be sent following the confirmation Message. Additionally, Reseller will immediately stop sending Message(s) to any End User who has "opted out" of any applicable Campaign. Reseller must track the rate of End Users utilizing the HELP command as well as the rate of End Users "opting out" per each TN, TFN, Short Code, RCS Agent and/or Campaign, where applicable. **Consent may not be obtained using deceptive methods, and further, consent may not be bought, sold, rented, or shared.**

1. Reasonable methods to request to opt-out of receiving Messaging with normal language such as: "stop," "quit," "end," "revoke," "opt out," "cancel," or "unsubscribe" must be supported and acted upon by a Message Sender within no more than 10 business days. The validity of a Consumer opt-out should not be impacted by any de minimis variances in the Consumer opt-out response, such as capitalization, punctuation, or any letter-case sensitivities.

viii. Bandwidth may block, without notice and in Bandwidth's sole discretion, any A2P Messaging traffic that Bandwidth deems not to comply with these Product Terms. Reseller will cooperate with Bandwidth to promptly resolve any End User complaints regarding any Campaign. Reseller will use its reasonable efforts to promptly notify Bandwidth (but in no case more than three (3) days) if Reseller receives complaints from End User(s) regarding any Campaign or otherwise becomes aware of alleged acts or omissions that otherwise would violate these Product Terms. Reseller also will comply with any other existing or future regulatory obligations and/or customary industry standards that apply to any Campaign from time to time.

c. **De-Activation.** Reseller will remove from their A2P Messaging Service distribution lists, TNs that have become permanently deactivated within forty-eight (48) hours from the point at which this information is available from Bandwidth or communicated directly by the End User.

d. If Reseller fails to comply with these Product Terms, Bandwidth may suspend and/or terminate any Messaging Services, any applicable TN, TFN, Short Code, RCS Agent, and/or the Services Agreement and/or any applicable Order Form upon any such event of non-compliance.

3. **TN and/or TFN Utilization**

   a. Unless Bandwidth otherwise agrees in writing, Reseller will not use or enable any TNs or TFNs provided by Bandwidth (or its Affiliates) on the network of any other carrier or provider for Usage, Messaging or other forms of traffic. For clarification purposes, the foregoing restriction does not apply to TNs if Reseller is contracted for Messaging Transfer Confirmation.

   b. Unless Bandwidth otherwise agrees in writing, Reseller may not establish and/or operate P2P relationships with any third party(ies) with respect to any TNs provided by Bandwidth (or its Affiliates) at any time.

   c. Reseller may not send Messages from more source TNs, TFNs and/or Short Codes than reasonably necessary and may not engage in behavior intended to circumvent or to otherwise game volume in sending restrictions or avoid spam filters; such techniques, also known as Snowshoeing or Number Cycling, are prohibited.

   d. Bandwidth will serve as the Responsible Organization with respect to all TFNs used by Reseller in connection with Messaging unless Reseller serves as such Responsible Organization with any applicable TFN.

4. **Service Limitations**

   a. Messaging does not provide any audio and/or voice capabilities and/or other features.

   b. In addition to any other rights or remedies that Bandwidth may have under any applicable circumstances, Bandwidth, in its sole and unfettered discretion, may block any TN, TFN, Short Code, RCS Agent and associated Messaging traffic that Bandwidth deems to be in violation of the Services Agreement, these Product Terms, the AUP, and/or any agreements, arrangements and/or practices of or between Bandwidth and any carriers and/or other service providers. Reseller further acknowledges that any violation of the aforementioned may result in the blocking and/or black-listing of Reseller's TN, TFN, Short Code, RCS Agent and/or any applicable associated Messaging traffic, by any applicable receiving carriers and/or other service providers.

      i. Bandwidth does not guarantee Reseller's removal from any applicable black-listed status.

      ii. Bandwidth may block at any time any Messages deemed by Bandwidth, in its sole and unfettered discretion, to jeopardize the integrity of Bandwidth's network (including, without limitation, due to any action taken and/or threatened by any third party carrier and/or other service provider) and any such blockage will be without prejudice to any other right or remedy that Bandwidth may have due to any such Messages pursuant to the Services Agreement, these Product Terms, the AUP or otherwise.
         1. If any such blocking of any Messages occurs, Bandwidth may, in its discretion, attempt to block only the TNs, TFNs, RCS Agents, and/or Short Codes breaching these Product Terms and/or jeopardizing Bandwidth's network.
         2. If the blocking of individual TNs, TFNs, RCS Agents, or Short Codes is not feasible for any reason, as determined by Bandwidth in its sole and unfettered discretion, Bandwidth reserves the right to block all Message(s) initiated by Reseller and/or any applicable End Users, customers and/or Subscriber(s) of Reseller.
         3. If Bandwidth blocks any Messages pursuant to this Section 4, Bandwidth will make commercially reasonable attempts to notify Reseller in advance of such blockage;

provided however, Bandwidth will be under no obligation to provide any such notification, including, without limitation, if circumstances do not permit delay of any blockage or other action by Bandwidth for any reason.

    iii. Reseller acknowledges and agrees that Messages to or from Reseller or Reseller's End Users, customers, and/or Subscribers may be blocked by carriers or other service providers for reasons known or unknown to Bandwidth. Bandwidth is under no obligation to investigate or remedy any such blockage on behalf of Reseller or any of Reseller's End Users, customers, or Subscribers.

c. Reseller acknowledges and agrees that Message interoperability is an evolving standard. Messages are exchanged between service providers on a best efforts basis. Bandwidth does not guarantee delivery, regardless of the reason, of any Messages.

d. Messages per second are considered on a case-by-case basis pursuant to industry limitations. Capacity is a finite resource, and Reseller must be in good standing in order to be considered for capacity increases.

e. Reseller will not at any time utilize any Message Distribution Management and/or utilize Messaging in any manner that results in Disproportionate Messaging Distribution in connection with Reseller's use of Messaging.

f. **P2P Messaging Limitations.** The following limitations and restrictions apply to P2P Messaging:

    i. The Bandwidth platform is designed for A2P traffic, and Resellers seeking to do business with Bandwidth must obtain a P2P exemption from industry-approved registration agents in order to support P2P traffic.

    ii. P2P Messaging should be uniquely originated from a single TN chosen at the direction of the Consumer to a limited number of unique Consumer recipients.

    iii. Consumers may only send to 100 or fewer distinct recipients/TNs per Message.

    iv. Unless otherwise determined by Bandwidth, P2P Messaging is subject to the following Messaging limits: (i) the maximum number of Messages per second that Consumer may transmit with respect to any TN is limited to one (1); (ii) the maximum number of Messages per minute shall not exceed fifteen (15); and (iii) the total number of outbound Messages per day should not exceed 1000.

g. **Hosted Messaging Limitations.** The following limitations and restrictions apply to Hosted Messaging:

    i. Hosted Messaging does not include Messaging Transfer Confirmation.

    ii. **Letters of Authorization for Hosted Messaging; Related Matters.** In order to utilize Hosted Messaging, Reseller will be required to produce valid Letters of Authorization ("**LOA**") from a legally authorized party that can be supported with relevant documentation of such authorization. Reseller may only add Hosted Messaging to TNs associated with Rate Center(s) made available by Bandwidth. Rate Center coverage is subject to change from time to time at Bandwidth's sole discretion.
        1. LOAs will be subject to Bandwidth's review and approval and Bandwidth retains sole discretion to determine whether the LOA is acceptable for use together with Hosted Messaging and Messaging.
        2. Valid LOAs will expressly be for the use of TNs that Reseller or other authorized party has lawfully obtained from the North American Number Plan Administrator ("**NANPA**") or

otherwise from a legally valid and authorized service provider and provided to Reseller or other authorized party for the installation and use for Messaging.

    3.   A valid LOA must clearly authorize Reseller, Subscriber, or an End User to utilize the TNs with Bandwidth and/or Bandwidth customer to enable Messaging and traffic routing features that may include rearranging Reseller's point of interconnection separately from the original certified local exchange carrier.

    iii.   In accordance with accepted LOAs, Bandwidth and Reseller will work in good faith to establish, register and maintain all requisite service provider identification (e.g., "**NNID**" "**AltSPID**", or "**SPID**") with third party provider(s) and to resolve any and all related technical and operational issues associated with the LOA.

    iv.   Reseller (a) may use or otherwise enable any TN or TFN provided by Bandwidth or third party provider(s) at any time in connection with Messaging through Hosted Messaging, and (b) will serve as the Responsible Organization with respect to all TFNs used by Reseller in connection with Messaging, unless Bandwidth serves as such Responsible Organization with any applicable TFN.

    v.   Bandwidth does not guarantee unimpeded, on-going routing of Messaging traffic, which is subject to the continued approval and authorization of each original certified local exchange carrier. For clarity, if Reseller ports any applicable TN included in Hosted Messaging to any other carrier or provider, Reseller will be solely responsible for the immediate deprovisioning of such TN from Hosted Messaging.

    vi.   Any voice calls made to any TN or TFN included in Hosted Messaging at any time, including, without limitation, any 911 call(s), will be routed to the voice service provider(s) of such TN or TFN, as the case may be, even if the TN associated with the calling party is otherwise provided by Bandwidth.

    h.   **Messaging Transfer Confirmation Limitations.** The following limitations and restrictions apply to Messaging Transfer Confirmation:

    i.   Messaging Transfer Confirmation does not include the provisioning of messaging services.

    ii.   Messaging Transfer Confirmation only includes notifications related to moving SMS and MMS Messaging associated with TNs and not TFNs.

    iii.   No applicable Service Level Agreement will apply to any Messaging Transfer Confirmation services or messaging services in any form.

    iv.   Messaging Transfer Confirmation is subject to Bandwidth's on-going approval. Should Bandwidth determine the Service is associated with any illegal, improper, fraudulent or harmful purpose by Reseller, Bandwidth may terminate Service immediately without penalty or liability.

5.   **Charges and Rates.** All Services are provided pursuant to the rates set forth on Reseller's Rate Sheet and the following terms related to rates, fees and charges for Messaging:

    a.   **Message Rating.** Messaging rates Messages for billing purposes on a per Message segment sent and/or received basis. Billable components of each Message are based on (i) the account from which an authorized sender is sending a Message (the outbound Message), and (ii) the account to which the receiving entity is associated (the inbound Message). Long SMS content will be split into multiple billable segments based on received data encoding. If any fee(s) is imposed by any destination network, Bandwidth will charge Reseller such fee(s) and reserves the right to include an administrative or other fee(s) in addition to any such fee(s).

b. **RCS Rating.** RCS Messages will be characterized as either RCS Rich or RCS Rich Media according to the rules and definitions set forth by the mobile network operator ("**MNO**") with Bandwidth and the MNO applying rates.

c. **Carrier and/or Third Party Fees and Charges.** If there are termination fees, additional out-of-pocket fee(s), or other charges levied by a carrier or any third party for the traffic processed by Bandwidth on behalf of Reseller, including, without limitation, carrier fee(s) and/or code administrator fee(s), Bandwidth will invoice Reseller for those fees and any fees required to support the transaction. Bandwidth will, to the extent reasonably practicable, notify Reseller in writing (including email notification) in advance of any charge or fee assessed by a carrier and/or third party in connection with Reseller's receipt of the Services set forth herein. If it is not reasonably practicable for Bandwidth to provide notice to Reseller of any such fees, Bandwidth will provide such notice promptly upon the date Bandwidth is notified that such fees have commenced. A list of applicable carrier and/or Third Party Fees and Charges can be found   here   - https://support.bandwidth.com/hc/en-us/articles/360056263174-What-are-carrier-surcharges-and-how-are-they-applied-.

   i. **Third-Party Messaging Provider Related Charges.** If Reseller chooses to move its SMS or MMS Messaging pursuant to a Request (defined below) received with Messaging Transfer Confirmation, then Reseller shall be solely responsible for any and all expenses or charges assessed by Reseller's chosen Third-Party Messaging Provider for SMS and MMS message origination and delivery in connection with the Third-Party Messaging Provider-Enabled TNs.

6. **Additional Terms**

   a. If Voice Services and associated TNs are "ported out" from Bandwidth that have otherwise been text-enabled by Reseller with Bandwidth pursuant to these Product Terms, any such TNs will no longer be supported with any Messaging Services from Bandwidth, unless Reseller is otherwise contracted for Hosted Messaging.

   b. If Bandwidth receives a Request (as described below), and Reseller is not contracted for Messaging Transfer Confirmation, then Bandwidth will deny the Request.

   c. **The following applies only if Reseller uses RCS for Business:**

      i. Reseller will be required to perform RCS registration to create an approved RCS Agent before commercial traffic can be launched successfully. During the RCS registration process, both the Brand and Campaign will be vetted and verified, which may require approval across a number of Messaging ecosystem partners, including Bandwidth, in compliance with applicable industry standards. Once complete, an RCS Agent will be created for the Brand.

      ii. All of the Brand business information provided by Reseller during the RCS registration process (such as business name, branding assets, website and contact information) must be accurate and up-to-date.

      iii. When creating a RCS Agent(s), Reseller must use the legal business name (e.g., XYZ Company LLC) of the Brand for which the RCS Agent is being created).

      iv. Reseller agrees to keep Bandwidth informed in advance of any large RCS traffic volume changes so that Bandwidth can continue to effectively provide the Service.

   d. **The following applies only if Reseller uses Short Codes:**

      i. Reseller will either procure a Short Code directly from the US Short Code Registry or ask Bandwidth to procure one on their behalf from the US Short Code Registry. Bandwidth will route any Messages with respect to any applicable Short Code either directly to carriers and/or

aggregator(s). If the latter, the applicable aggregator(s) will gather(s) and manage(s) Short Codes from the applicable content provider(s) associated with the applicable Short Code.

    ii.   Short Code programs should always respond to customer care requests, regardless of whether the requestor is subscribed to the program. At a minimum, Message Senders must respond to Messages containing the HELP keyword with the program name and further information about how to contact the Message Sender.

    e.   **The following applies only if Reseller uses Dynamic Number Intelligence:**

        i.   This offering is intended for use with Bandwidth Messaging Services only. Reseller acknowledges and agrees that the NPA-NXX associated with an LRN may only be made available to non-NPAC users for the purposes of Rating, Routing, Billing and Network Maintenance as defined in NPAC US Permitted Use Clarifications.

    f.   **The following only applies if Reseller uses Messaging Transfer Confirmation:**

        i.   If Bandwidth receives a notification requesting Reseller's Messaging for a particular TN to move away from Bandwidth's messaging platform ("**Request**"), then Reseller will have the ability to approve or deny the Request. If Reseller approves the Request, then Bandwidth will allow the Messaging to be reassigned to the applicable Third-Party Messaging Provider and will charge Reseller for Messaging Transfer Confirmation in accordance with the rates set forth on Reseller's applicable Rate Sheet. If Reseller denies the Request, then Reseller's Messaging will remain with Bandwidth. If Reseller does not respond to the Request, then Reseller's Messaging will remain with Bandwidth.

        ii.   The Parties agree to work in good faith to establish and register all valid requisite service provider identification information with relevant and appropriate third-party providers and to resolve any related technical and operational issues that may be associated with Messaging Transfer Confirmation.

    g.   **The following applies only if Reseller obtains Messaging as a product without Inbound Calling pursuant to any applicable Order Form:**

        i.   **Porting Numbers.** Bandwidth may require a completed and signed LOA for any telephone numbers that Reseller wishes to port from another carrier to Bandwidth. Bandwidth may require a recent copy of the current phone bill that contains Reseller's Billing Telephone Number ("**BTN**") as well as a record of any TNs and/or TFNs that need to be ported, a Reseller Service Record ("**CSR**"), and/or an Equipment Record ("**ER**"). Bandwidth must receive the necessary LOA(s) and/or bill copy(ies) before Bandwidth will initiate a port request and obtain a Confirmed Port Date. The "**Confirmed Port Date**" is the date upon which the current voice provider has agreed to port TNs and/or TFNs to Bandwidth. The Confirmed Port Date interval may in some cases take as long as one (1) to two (2) business weeks after Reseller initiates the port request. Since the port interval is a product of the accuracy of the information provided to Bandwidth by Reseller, as well as the processing speed of Reseller's current voice provider, Bandwidth makes no guarantees regarding the promptness of a port, however all ports will be provided consistent with applicable law.

        ii.   **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. 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.

7. **Definitions**

a. "**AUP**" means Bandwidth's Acceptable Use Policy, available at https://www.bandwidth.com/legal/acceptable-use-policy/.

b. "**Brand**" means the business, organization, or group that owns and uses RCS Agents and/or Campaigns to communicate with its recipients.

c. "**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.

d. "**CTIA Messaging Principles**" means (i) the latest version of the CTIA Messaging Principles and Best Practices, as amended, supplemented and/or superseded from time to time by the CTIA The Wireless Association; or (ii) to the extent applicable, the latest version of the CTIA Short Code Monitoring Handbook, as amended, supplemented and/or superseded from time to time by the CTIA The Wireless Association; or (iii) any other similar documents or guidelines promulgated from time to time by the CTIA The Wireless Association.

e. "**Disproportionate Messaging Distribution**" means any use of Messaging during any calendar month that results in the delivery of Messages to wireless operator(s) and/or other(s) in a manner that causes more than fifty percent (50%) of Reseller's aggregate Messages to any single wireless operator; for the purposes of calculating the applicable percentage with respect to any applicable calendar month with respect to each Canadian wireless operator, the numerator will equal the aggregate Messages delivered to each applicable Canadian wireless operator (including its respective Affiliate(s)) and the denominator will equal the aggregate Messages delivered to all Canadian wireless operators.

f. "**Electronic Tools**" means service ordering/management systems, Bandwidth APIs, and/or any other computer software that Bandwidth makes available to Reseller for use with the Services.

g. "**Grey Routes**" means a setting, method, or path that is not authorized by service providers for Non-Consumer (A2P) messages.

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

i. "**Message Sender**" or "**Sender**" means any Reseller or End User that originates or transmits Message traffic.

j. "**Messages**" means SMS, MMS, or RCS messages, where applicable.

k. "**Messaging Distribution Management**" means any process or system of analyzing, selecting and directing the use of Messaging in any manner based on cost.

l. "**Multimedia Message Service**" or "**MMS**" means delivering messages between Reseller-provided IP address(es) or domain(s) and Bandwidth's Messaging facilities if such messages include multimedia content and/or two or more intended recipients.

m. "**Non-Consumer**" means a business, organization, or entity that uses Messaging to communicate with Consumers.

n. "**Number Cycling**" means a Message Sender uses a number (normally TN or TFN) until it begins to show signs of deliverability degradation. After which, the content provider will discard the number for a new one and repeat the process described in the foregoing sentence. This sending practice results in poor consumer experience, suggests unwanted messaging traffic, and lack of Consumer consent.

o. "**Promotional Messaging**" means a Message sent that contains a sales or marketing promotion. Adding a call-to-action (e.g., a coupon code to an informational text) may place the Message in the promotional category.

p. "**PSTN**" means the Public Switched Telephone Network.

q. "**RCS Agent**" means a Brand and Campaign that together form a verified entity which sends and receives RCS on behalf of the Brand.

r. "**RCS Rich**" means a billing model for RCS. This model is characterized as being text only with length restrictions. Any RCS Message which conforms to this definition will be charged accordingly. Such definition is subject to change in accordance with prevailing industry standards.

s. "**RCS Rich Media**" means a billing model for RCS. Any RCS Message which exceeds the limitations set by the RCS Rich definition will be categorized as an RCS Rich Media Message and charged accordingly. Such definition is subject to change in accordance with prevailing industry standards.

t. "**RCS for Business Messaging**" or "**RCS**" means an A2P RCS channel between a Brand and an RCS compliant mobile handset.

u. "**Responsible Organization**" means the Party hereto that is responsible for managing and administering the account records in the Toll Free Service Management System Database.

v. "**Rich Communication Services**" or "**RCS**" means a Global System for Mobility Association ("**GSMA**") standard describing the protocols and features which a mobile device messaging client supports in order to offer Rich Messaging.

w. "**Rich Messaging**" means a messaging channel which supports multiple elements such as various types of media, suggested actions and responses, Brand icons, read receipts, typing indicators and the like.

x. "**Shared Code**" means a TN, TFN, or Short Code that is shared between multiple businesses. Shared Codes are generally a disallowed use case.

y. "**Short Code**" means a 5, or 6-digit number typically used by businesses, entities, or organizations for high-volume communications with Consumers.

z. "**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.

aa. "**Snowshoeing**" or "**Snowshoe**" means a technique used to spread Messages across many source TFNs and TNs, specifically to dilute reputation metrics, evade filters, and achieve throughput in an improper way.

bb. "**Spoofing**" means the ability of a Message Sender to cause a Message to display an originating number for the Message that is not assigned to the Message Sender, or when a Message Sender originates a Message through a service provider other than the service provider to which reply Messages will be delivered or received.

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

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

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

ff. **"TN"** means a telephone number either ordered from Bandwidth's inventory or ported to Bandwidth by a Reseller in connection with any applicable Service. A TN is also known as a long code and is associated with the 10DLC channel when sending A2P Messaging.

gg. **"Usage"** means call traffic (including SMS, MMS, Short Code or RCS) measured in units.

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Exhibit A

FTC How to Make Effective Disclosures in Digital Advertising:
https://www.ftc.gov/system/files/documents/plain-language/bus41-dot-com-disclosures-information-about-online-advertising.pdf

Other General Standards (inclusive, but not a comprehensive, list)

- Advertisements must comply with all of the aforementioned sections in these Guidelines.

- Advertisements must comply with individual network agreements.

- Advertisements must comply with the professional and collegiate sports league restrictions and any league and team exclusivities if applicable.

- Children's Advertising Guidelines: http://www.asrcreviews.org/wp-content/uploads/2012/04/Guidelines-FINAL-FINAL-REVISED-20142.pdf

- FTC Tips and Advice for Advertising and Marketing: https://www.ftc.gov/tips-advice/business-center/advertising-and-marketing

- Diet and Supplement Guide: https://www.ftc.gov/tips-advice/business-center/guidance/dietary-supplements-advertising-guide-industry

- ERSB Advertising Guidelines: http://www.esrb.org/ratings/principles_guidelines.aspx

- MPAA Advertising Guidelines: https://www.filmratings.com/Content/Downloads/advertising_handbook.pdf