

Outbound Calling Supplemental Legal Terms

Customer's use of Outbound Calling is subject to Customer's compliance with these Outbound 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. 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, Customer will: (a) manage the integrity of the traffic Customer delivers to Bandwidth's network; (b) block, manage and correct, 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 Customer 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 Customer'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. 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 Outbound 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.

3. 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 OUTBOUND CALLING AND DO NOT INCLUDE ANY EMERGENCY SERVICES AND, AS OF THE EFFECTIVE DATE OF THE APPLICABLE ORDER FORM FOR OUTBOUND 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.

4. EMERGENCY SERVICES LIMITATION OF LIABILITY AND THIRD PARTY CLAIMS. In the event Customer fails to meet its obligations outlined in Section 3, 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 Outbound Calling in contravention to Section 3. Customer will defend Bandwidth (and its Affiliates) from and against any and all third party Claims related to the use or misuse of Outbound Calling in contravention to Section 3, 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.

5. Call Completion. Bandwidth reserves the right to block or otherwise restrict termination of calls to all termination calling destinations, whether or not included in rates provided to Customer, and without notice to Customer, in accordance with applicable law. Bandwidth does not guarantee call completion, and the failure to complete any or all calls, regardless of reason in accordance with applicable law, will not constitute a breach of the Services Agreement, these Supplemental Terms, the Product Terms, and/or the applicable Order Form(s).

6. Fraud and Traceback Cooperation. In addition to Customer's fraud mitigation responsibilities as set forth in the Services Agreement, Customer agrees that, if it is acting as an upstream provider originating traffic or passing traffic through, and it receives a Traceback Request, Customer will promptly respond to the Traceback Request in good faith. Customer further agrees that its response will indicate whether it received the calls from an End User or from another voice provider, and will identify the source of the calls. Customer agrees to share this information without requiring a subpoena or other formal demand or request.

7. Calling Line Identification (CLI) Whitelist Feature

The following terms are applicable if Customer activates the CLI Whitelist feature pursuant to the International Services Product Terms, which are incorporated herein by reference.

7.1 Customer Representations and Warranties. By proceeding with the CLI Whitelist feature activation requirements set forth in the International Services Product Terms, Customer hereby represents and warrants to Bandwidth that (a) Customer has a legally-established right to use the applicable numbers and to implement them on Bandwidth's platform, (b) the applicable numbers are not currently being used, nor implemented, on any other third party provider platform, except only as necessary for Customer to complete calls in the event of a Bandwidth network failure, and (c) prior to CLI Whitelist number activation, Customer has uploaded the applicable numbers into Customer's Account (either via the portal or through a request to Customer's account team at Bandwidth).

7.2 Third Party Claims. The Customer shall remain liable and shall fully indemnify Bandwidth for any direct or indirect damages, including third party claims and any NRAs investigations that Bandwidth may be subject to as a result of Customer's non-compliant usage or provision of the numbers or any misuse of the CLI Whitelist feature.

7.3 Illegal Use. Bandwidth has the right to immediately suspend or terminate Customer's use of the CLI Whitelist feature if Bandwidth has reasonable grounds to believe that the CLI Whitelist feature is being used fraudulently, in contravention to applicable law or regulation, or in violation of these Supplemental Terms, or the International Services Product Terms.

8. Geographic Restrictions. Outbound Calling Services are only available in certain jurisdictions. Further, certain Outbound Calling Services may be restricted, by local law or regulation, for use exclusively with TNs allocated to Bandwidth.

9. Definitions

9.1 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.

9.2 Calling Line Identity (CLI) means information identifying the originating telephone number and/or name of the calling party transmitted to the recipient of a call.

9.3 CLI Whitelist means a feature that may be activated and used by Customer in relation to international Outbound Voice Service that Customer has purchased for telephone numbers for which Customer has received legal authorization to use, as a result of either (a) a direct number assignment from an NRA(s) or (b) allocation from another service provider. The CLI Whitelist feature allows Customer to place outbound voice calls from such numbers, subject to Customer's compliance with the requirements set forth in these Supplemental Terms and the applicable Product Terms.

9.4 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.

9.5 Outbound Calling means a call originated by Customer's end user that routes through the Bandwidth network to a destination on the PSTN or another IP endpoint.

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

9.7 PSTN means the Public Switched Telephone Network.

9.8 Telephone Number (TN) means a 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.

9.9 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.

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

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

9.12 Traceback Request means a request from a traceback administrator authorized by the U.S. Federal Communications Commission-approved Industry Traceback Group for information about suspicious robocalls that have been sent to a downstream provider.