

## Outbound Calling (Reseller) Supplemental Legal Terms

Reseller's use of Outbound Calling is subject to Reseller's compliance with these Outbound 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 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 Reseller for such Claims.

#### **4. 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 OUTBOUND CALLING AND DO NOT INCLUDE ANY EMERGENCY SERVICES AND, AS OF THE EFFECTIVE DATE OF THE APPLICABLE ORDER FORM FOR OUTBOUND SERVICES, RESELLER HAS OBTAINED, FROM EITHER BANDWIDTH OR ANY OTHER THIRD PARTY, EMERGENCY SERVICES AS REQUIRED BY APPLICABLE LAW.**

#### **5. EMERGENCY SERVICES LIMITATION OF LIABILITY AND THIRD PARTY CLAIMS**

In the event Reseller fails to meet its obligations outlined in Section 4, 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 Outbound Calling in contravention to Section 4. Reseller 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 4, 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.

**6. 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 Reseller, and without notice to Reseller, 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).

**7. 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 and to comply with 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.

## **8. Calling Line Identification (CLI) Whitelist Feature**

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

**8.1 Reseller Representations and Warranties.** By proceeding with the CLI Whitelist feature activation requirements set forth in the International Services Product Terms, Reseller hereby represents and warrants to Bandwidth that (a) Reseller 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 Reseller to complete calls in the event of a Bandwidth network failure, and (c) prior to CLI Whitelist number activation, Reseller has uploaded the applicable numbers into Reseller's Account (either via the portal or through a request to Reseller's account team at Bandwidth).

**8.2 Third Party Claims.** Reseller 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 Reseller's non-compliant usage or provision of the numbers or of the CLI Whitelist feature.

**8.3 Illegal Use.** Bandwidth has the right to immediately suspend or terminate Reseller'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.

**9. 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.

## **10. Definitions**

**10.1 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.

**10.2 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.

**10.3 CLI Whitelist** means a feature that may be activated and used by Reseller in relation to international Outbound Voice Service that Reseller has purchased for telephone numbers for which Reseller 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 Reseller to place outbound voice calls from such numbers, subject to Reseller’s compliance with the requirements set forth in these Supplemental Terms and the applicable Product Terms.

**10.4 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.

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

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

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

**10.8 Telephone Number (TN)** means a 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.

**10.9 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.

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

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

**10.12 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.