

Outbound Calling

Product Terms for Direct Customers

These Outbound Calling (Direct Use) Product Terms (the “**Product Terms**”) supplement 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 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 Outbound Calling in any particular geographic area in which Bandwidth Inc. is not licensed to provide Outbound Calling or otherwise decides not to provide Outbound Calling, we will provide Outbound 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.** Outbound Calling enables real-time Internet Protocol (“**IP**”) voice communications originated from Customers’ IP-compatible equipment to terminate to end users on the public switched or IP networks.
 - a. **Numbers.** Bandwidth offers Outbound 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 Outbound Calling Services and/or Functionalities.** The following may be purchased in addition to Outbound Calling:
 - i. **Programmable Voice APIs**
 1. **WebRTC Client Calling.** WebRTC Client Calling utilizes Bandwidth APIs and software development kits (“**SDKs**”) to deliver real-time communication solutions to web browsers via Bandwidth’s Electronic Tools and allows End Users to communicate with designated end points. **WebRTC Client Calling does not include access to Emergency Services.**
 2. **Call Recording.** Outbound Calling may provide a function that allows the recording of individual telephone conversations at the direction of Customer. In order to make such a request, Customer 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 expire or 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. Customer (and any applicable End User) is solely responsible for complying with all applicable laws in any relevant jurisdiction when using this feature.
 3. **Call Transcriptions.** Outbound Calling may provide a function that allows a transcription of recorded individual telephone conversations at the direction of

Customer. In order to make such a request, Customer 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 expire or 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. Customer (and any applicable End User) is solely responsible for complying with all applicable laws in any relevant jurisdiction when using this feature.

4. **Media Streaming.** Outbound Calling may provide a function that allows the Customer to stream the contents of a voice call to third-party services, specified by the Customer, 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 Customer to do so. The Customer must write software to call a Programmable Voice API and specify where to direct the media stream.
 5. **Answering Machine Detection.** Outbound Calling may provide a function that allows the Customer to request an indication of whether a human or voicemail (a.k.a. answering machine) has answered the outbound call. This is provided in the form of a webhook or callback to the Customer’s application that initiated the outbound call. Answering Machine Detection currently supports English only.
 6. **Text to Speech.** Outbound Calling may provide a function that allows the Customer 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 Customer. Customer (and any applicable End User) is solely responsible for complying with all applicable laws in any relevant jurisdiction when using this feature.
 7. **Voice Gather.** Outbound Calling may provide a function that allows the Customer to programmatically capture certain voice inputs during an applicable voice call and converts such speech to text for purposes of routing the voice call. Voice Gather performs a live, real-time transcription of the voice call that does not utilize call recording. Customer (and any applicable End User) is solely responsible for complying with all applicable laws in any relevant jurisdiction when using this feature.
- ii. **Toll-Free Termination.** For calls to the United States and Canada only, this Service provides the termination of IP-originated voice traffic from Customer’s premises when an end user dials digits to reach “toll-free” endpoints on the public switched telephone network (“PSTN”) or to other connecting carriers (e.g., “8YY-XXX-XXXX” where “8YY” may be 800, 888, 877, 866, 855, 844, 833 or other toll-free area codes under NADP). Toll-Free Termination provides termination of outbound 8YY voice traffic that originated in IP format only.

2. Service Limitations

- a. Outbound Calling excludes:
 - i. Inbound Calling

- ii. Collect Calling
 - iii. All operator, assisted or intercept calling services
 - iv. Class 5 Features
 - v. Calls to Premium Rate Services (unless otherwise agreed by Bandwidth)
- b. **WebRTC Client Calling-Specific Limitations.** WebRTC Client Calling is also subject to the exclusions set forth in Section 2(a) above, but does require use of Bandwidth's Inbound Calling Services, which is sold separately.
- c. **Non-Emergency Short Codes.** If applicable, Bandwidth will exercise commercially reasonable efforts to provide Non-Emergency Short Codes. In the United States and Canada, Bandwidth will route all calls for N11 Services based on the originating ten-digit number received to determine the appropriate receiving party for the type of call for N11 Services place. Bandwidth is not responsible for the routing of calls to an incorrect receiving party if the originating ten-digit number received is not located or associated with the given local or regional receiving party.
- d. **Maximum Call Duration.** The maximum call duration for Outbound Voice Services is twenty-four (24) hours by default.
- e. Customer expressly acknowledges that a number of service functionalities available via publicly available telephony services, including but not limited to access to directory enquiries, may not be provided with all Services. Customer shall refer to the Service Restrictions and Bandwidth's website to confirm which features are available for its purchased Services and coverage.
- f. The numbering format supported by Bandwidth is ITU E.164, as set forth in the international E.164 Numbering Plan.
- g. By default, Bandwidth does not support early media. To the extent Customer desires to independently use early media with Outbound Calling and/or Numbers, it shall (i) not use early media in an abusive or excessive way, and (ii) 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 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.
- h. Bandwidth does not guarantee call delivery and may block specific routes at any time in accordance with applicable law or for the purpose of fraud prevention.

3. Service Requirements

- a. **End User Information.** Customer will have the sole responsibility to input, validate and maintain accurate information with respect to Customer's End Users and Customer will furthermore be solely responsible for all support of and for Customer's End Users as it relates to Outbound Calling. For clarity, with respect to all Class 5 Features that Customer may offer to Customer's End Users from time to time, Customer will provide to Bandwidth all accurate information required to support Outbound Calling with respect to such services, even if Customer obtains such information from Customer's applicable End Users.
- b. **CLI-Specific Requirements.** Solely to the extent applicable to Customer's authorized use of the Services, Customer shall not violate the guiding principles on CLI presentation ("**CLIP**") and CLI restriction ("**CLIR**"). In particular, Customer will (i) upon terminating a call, show the CLI when the caller opted for CLIP and block CLI presentation when the caller opted for CLIR, (ii) keep CLI information confidential and only make use of CLI information for the purpose of providing a telecommunication service (e.g., call conveyance, operator assistance, emergency services, billing and managing the network); and (iii) where required by applicable legislation, Customer will have its own mechanisms and solutions to authenticate users, calls, and detect any scam, fraud, or artificially inflated traffic.

- c. **Valid Number Information.** Valid Number information should be populated for every call. Calls containing invalid ANI/CLI information may be rejected. If an invalid or omitted Originating ANI results in Bandwidth incurring access charges, local exchange carrier “DIP” fees or other similar fees or charges from or by any third party, Bandwidth will invoice Customer for any and all such fees and charges in addition to any applicable usage charges.
 - d. **STIR/SHAKEN Requirements.** In countries where STIR/SHAKEN has been implemented, Bandwidth will sign Outbound Call traffic in accordance with the applicable STIR/SHAKEN regulations.
 - e. **Call Quality Statistics.** The Customer must maintain an Answer Seizure Ratio (“**ASR**”) of greater than fifty percent (50%) and an average call duration of greater than sixty (60) seconds unless otherwise agreed in writing with Bandwidth. Short duration calls (calls less than six (6) seconds long) must not be more than fifteen percent (15%) of all calls.
 - f. **Origination.** All Outbound Calls must originate in the country indicated in the “From” header, unless otherwise permitted.
4. **Charges and Rates.** Unless stated otherwise in these Product Terms, all Services are provided pursuant to the Rate Sheet. Unless otherwise expressly agreed in the Order Form, all rates applicable to Outbound Calling are subject to change upon seven (7) calendar days’ prior notice from Bandwidth. New features and functionalities (collectively, “**New Features**”) added are not included in Customer’s Rate Sheet. Bandwidth’s then-standard rates will constitute the rates for such Services, solely to the extent the Customer uses the New Features.

- a. **Consumption:** Outbound Calling will be charged in accordance with Usage-based consumption or Capacity-based consumption (where applicable) as set forth on Customer’s Rate Sheet.

- i. **Capacity:**

The following applies only for Capacity-based consumption:

1. Customer 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. Customer sets the Threshold.
2. Unless otherwise agreed upon by the Parties, Customer can only purchase Channels in batches of ten (10).
3. If Customer exceeds the Threshold in an applicable billing cycle, also known as a Burst, then Customer will be charged for such Burst Channels in accordance with the rates set forth in Customer’s Rate Sheet.
4. Any increase made by Customer 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 Customer’s ability to increase the Threshold if such Threshold goes beyond Bandwidth’s network limits.
5. Any decrease requested by Customer to the Threshold must be made by submitting a request at <https://support.bandwidth.com> (or such other means Bandwidth may provide to Customer 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, Outbound 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. **Call Rating**
 - a. **National Rates.** In countries other than the United States, Outbound Calls are invoiced with the applicable rates as set out in the Rate Sheet. These rates may include Outbound Call set up fees or other special rates.
 - b. **Non-Emergency Short Code Rates.** Unless specified otherwise, the rates for Non-Emergency Short Codes will be 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.
 - c. **United States and Canada Rates.** For Outbound Calls within the United States and Canada, Bandwidth will determine the distinction and jurisdiction of Interstate versus Intrastate versus International Call termination based on the originating ANI in conjunction with the terminating LRN or the dialed number if LRN is not available. If Bandwidth determines, in its sole discretion, that a call is indeterminate and Bandwidth has not provided an indeterminate jurisdiction rate, the Intrastate rate will apply. If a call is determined to be International and Bandwidth has not provided an International rate, the Intrastate rate will apply, excluding a subset of NADP area codes in Canada, the Caribbean, and US territories where the Interstate rate will apply. For billing purposes, Bandwidth will rate and invoice calls based upon LRN.
 - d. **International Rates.** If Customer and Bandwidth have executed an agreement, which is also vetted and approved by Bandwidth, providing for International Call termination, applicable rates will be as set forth in any such agreement.
 - i. **Credit Requirements.** Customer acknowledges responsibility for any International Calling delivered over its Account. Bandwidth reserves the right to impose credit requirements. In the event Customer's usage exceeds any applicable level of credit, Bandwidth reserves the right to request immediate payment by wire.
 - ii. **Origin-Based Pricing.** As shown in the applicable Rate Sheet, pricing for some destinations may vary based on the origin of the Outbound Call.

5. Additional Terms

The following applies to Toll-Free Termination only:

- a. **Termination.** Notwithstanding anything to the contrary in these Product Terms, Bandwidth has the right to terminate Customer's use of Toll-Free Termination (i) without prior written notice if, in Bandwidth's sole determination, Bandwidth and its carrier affiliate specifically, or competitive local exchange carriers generally, are prohibited from charging or collecting from other connecting carriers intercarrier compensation for the 8YY calls by an order, ruling, stay, or other similar action issued by a federal or state court or federal or state governmental agency or entity

with proper authority and jurisdiction; or (ii) upon twenty (20) days prior written notice if, in Bandwidth's sole discretion, Bandwidth determines it is not collecting an adequate volume of intercarrier compensation or per-call Toll-Free/SMS database query charges and similar payments associated with billable traffic to allow the provision of Toll-Free Termination to be economically viable for Bandwidth pursuant to the Customer's terms of service.

- b. **Service Limitations.** Bandwidth shall have no obligation to provide Toll-Free Termination in connection with calls where one or more of the following things exists or occurs:
- i. The end-user of the 8YY or toll-free number has restricted the delivery of traffic from a specific service territory or based upon service type. Examples of service type or service territory restrictions may include: LATA, state, NPA, NPA-NXX, International;
 - ii. The RespOrg (as defined in the rules of the Federal Communications Commission ("FCC")) of the number has restricted delivery and termination of traffic from a specific service territory or based upon service type;
 - iii. The interexchange carrier ("IXC") that set up the toll-free number is not in a LATA where Bandwidth hands off traffic;
 - iv. The IXC's carrier identification code ("CIC") has not been loaded in the Bandwidth switch and/or the CIC is not otherwise available in the LATA; or
 - v. The source ANI (calling party number) is not present, or has alpha characters, or does not conform to the North American Numbering Plan where the calling number is a maximum of ten digits and consists of a three-digit area code and a seven-digit telephone number.

6. Definitions

- a. **"Account"** means an account that enables Customer 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.
- c. **"Burst"** means Channels used in excess of the Threshold.
- d. **"Call Signaling"** means the process of sending control information during a call. Call Signaling may be in band (muting the audio while sending control information) or out of band (on a separate signaling channel (such as SS7) during the call. Bandwidth utilizes Session Initiation Protocol ("**SIP**") Call Signaling, as defined in RFC 3261.
- e. **"Calling Line Identity"** or "**CLI**" means information identifying the originating telephone number and/or name of the calling party transmitted to the recipient of a call.
- f. **"Caller ID"** means information provided by a caller identification service regarding the telephone number of, or other information regarding the origination of, a call made using a voice service or a text message sent using a text messaging service.
- g. **"Capacity"** means a type of consumption of Outbound Calling.
- h. **"Channel"** means a completed single concurrent voice call.
- i. **"Class 5 Features"** means additional phone features beyond standard routing and audio. For example, both call hunting and voicemail are Class 5 Features.
- j. **"Collect Calling"** means a service in which a calling party can place a call at the called party's expense.

- k. **“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.
- l. **“Geographic (Local or Fixed) Numbers”** means a telephone number that is associated with a specific geographic location or region.
- m. **“Inbound Calling”** (or **“Inbound Calls”**) means enabling real-time IP voice communications originating from end users on the public switched network to terminate on Customers’ IP-compatible equipment.
- n. **“International Call”** means an Outbound Call that terminates in a different country than the one it originates in.
- o. **“Interstate”** means a call which is originated and terminated in different states.
- p. **“Intrastate”** means a call which is originated and terminated in the same state.
- q. **“LATA”** means Local Access Transport Area. A geographic area within a telephone company’s franchised territory which has been established in accordance with the Modification of Final Judgment (**“MFJ”**) for defining the area within which a telephone company may offer services.
- r. **“Location Routing Number”** or **“LRN”** means a telephone number (e.g., 10-digit number) that is used to route calls to an end office switch that allows for the processing of portable (assignable) telephone numbers.
- 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. **“N11 Services”** means but is not limited to the following: 411, 711, 811 and NPA-555-xxxx.
- v. **“National Numbers”** refers to a telephone number that is assigned for use throughout an entire country.
- w. **“NADP”** means the North American Dialing (or Numbering) Plan.
- x. **“Non-Emergency Short Code”** means a short dialing code which provides access to certain community services, utilities, etc. (e.g., N11 Services in the US, 111 service in the UK, and 116XXX in the EU), but does not include dialing codes used for Emergency Services.
- y. **“NPA-555-XXXX”** means the fictitious non-working numbers used for entertainment and advertising.
- z. **“NPA-NXX”** means the area code and exchange of a telephone number.
- aa. **“Number”** means a telephone number used by Customer to receive a Service, as further specified in the Service Description.
- bb. **“Originating”** means the party initiating a call or request for service.
- cc. **“Premium Rate Services”** means calls made to high-cost services (e.g., US 900, UK 09xx, etc.).

- dd. **“Programmable Voice API”** means a Bandwidth API that includes a range of voice functionalities including, but not limited to supporting call recording and transcriptions.
- ee. **“PSTN”** means the Public Switched Telephone Network.
- ff. **“Service Restrictions”** means usage policies and guidelines that establish how Customers may use the Services, which are available from Customer’s Account and as may be amended from time to time.
- gg. **“Shared Cost Number”** means a telephone number where the cost of the call is shared between the caller and the party being called.
- hh. **“Short Code”** means a 5, or 6-digit number typically used by businesses, entities, or organizations for high-volume communications with Consumers.
- ii. **“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.
- jj. **“STIR”** (known as Secure Telephony Identity Revisited) and **“SHAKEN”** (known as Secure Handling of Asserted information using toKENS) (collectively, **“STIR/SHAKEN”**) means an authentication framework of Caller ID that applies to IP networks.
- kk. **“Threshold”** means the number of Channels Customer sets in its Account.
- ll. **“Toll-Free Calling”** or **“Toll Free”** means a call placed to a Toll-Free number, also known as “Free Phone” in certain countries.
- mm. **“Toll-Free Number”** means a telephone number that allows callers to reach a person or business without incurring charges for the call.
- nn. **“Toll-Free Service”** means an IP termination service for PSTN originated calls to terminate to Toll-Free Numbers provided by Bandwidth.
- oo. **“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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