

Reseller Unified Communications Product Terms

These Reseller Unified Communications (“**UC**”) 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.** UC is a bundled service providing real-time, two-way local and long-distance voice communication services including access to 911 Services. Directory Assistance, inbound and outbound caller ID, and Directory Listings may be added for additional fee(s).
2. **Services Provided.** Reseller is solely responsible to obtain, use, configure and operate any Reseller premise equipment not provided by Bandwidth that Reseller (or Reseller’s customer(s) or Subscriber(s)) may use in connection with UC. UC is provided with Bandwidth’s standard level of support, unless otherwise indicated on the Order Form and/or these Product Terms. Prior to contacting Bandwidth for support, Reseller will take all reasonably appropriate measures to confirm that the issue(s) have been isolated to and identified to be with Bandwidth’s network. Under no circumstances will Reseller direct any of Reseller’s End Users and/or Subscribers to contact Bandwidth for any support. In the event of any termination of the Services Agreement and/or the Order Form applicable to the Services described herein, nothing in the Services Agreement, the Order Form, the Supplemental Legal Terms, or these Product Terms will preclude Bandwidth from contacting any applicable customer, End User and/or Subscriber of Reseller for the purposes of providing any Services, including, without limitation, UC, directly to such Reseller, End User and/or Subscriber.
3. **Service Provisioning Options.** UC will route between Reseller’s IP address (for or on behalf of Reseller or Reseller’s customer or Subscriber) and either the PSTN or another IP address with Bandwidth delivering traffic to any applicable Phone System via an IP connection using SIP. UC may be provisioned in the following ways:
 - a. **UC Seat.** UC seats include a TN and a bundle of minutes for each seat. A single account may have multiple seats, in one or more sub-accounts. UC seats are available in 250, 500, and 1000 minute bundles. The minutes available to all seats on an account are managed at the account level, so that individual TNs in a sub-account may exceed their monthly minute limit and not incur overage charges as long as the sum total of all voice minutes used by all TNs on that account do not exceed the total minutes available for all seats on the account.
 - b. **UC Trunk.** Each UC trunk provides a single bi-directional call path. UC trunks may be provisioned in two ways: (1) with 3000 minutes of use/trunk/month or (2) as “burstable” trunks that provide a concurrent call path with an associated rate deck and per-minute billing based on actual usage. TNs may be purchased for an additional fee as specified on the Rate Sheet.
 - i. **Cloud Trunks.** Cloud trunks provide a concurrent call path that can be utilized by any TN(s) provisioned in any sub-account on a Reseller’s UC cloud trunk account regardless of the End User’s physical location. All locations on a Reseller UC cloud trunk account must use the same termination IPs, and the cloud trunks on an account are shared by all TNs on all sub-accounts associated with the account. Because TNs are associated to the pool of cloud trunks available on the account, overage charges for trunks with bundled minutes of use will only apply if the total voice minutes used exceed all available minutes across all trunks in the account, and per-minute usage for cloud trunks will be summarized at the account level, regardless of which sub-account generated the usage. There is no limit on how many minutes may be used by a single TN on the account.
 - ii. **Premise Trunks.** Premise trunks provide a concurrent call path that can be utilized by any TN(s) provisioned at a specific End User location. Each location must have a unique

sub-account. Trunk capacity may be shared by all TNs at a single location, but cannot be shared across multiple sub-accounts. Minutes of use will be summarized at the location level, and overage charges for trunks with bundled minutes of use will only apply if the total voice minutes used exceed all available minutes across all trunks available for that location.

4. **Service Limitations.** In addition to any other restrictions or limitations included in these Product Terms:

- a. **Disaggregation.** Reseller may sublicense (i.e., resell) UC but may not under any circumstances separate or otherwise disaggregate the bundled service constituting UC other than for the purpose of selling Trunks (either cloud or premise). If Reseller sublicenses (i.e., resells) UC to Reseller's customer(s), (i) Reseller will be listed as the primary account for all purposes with respect to UC, and (ii) each of Reseller's customer(s) or Subscriber(s) (as the case may be) will be listed as a sub-account for all purposes with respect to the applicable UC obtained by or on behalf of such customer(s) or Subscriber(s).
- b. **No Use with LCR.** Neither Reseller nor Reseller's customer(s) or Subscriber(s) may use UC with (or in connection with) a least cost router (or "LCR"), which Bandwidth will determine, in its reasonable discretion, based upon analysis of traffic patterns in the ordinary course of business.
- c. **No Use with Auto-Dialer (or "Robo-Dialer").** In addition to any applicable limitations pursuant to the AUP (as defined below), Reseller may not use UC with (or in connection with) an auto-dialer (or "Robo-dialer"), which Bandwidth will determine, in its reasonable discretion, based upon analysis of Reseller's traffic patterns in the ordinary course of business.
- d. **Outbound Calling. Outbound calls, including, without limitation, 911 Services, are only available if the call's originating ANI is a UC TN.**
- e. **Registered Address.** UC requires a Registered Address. Neither Reseller nor Reseller's customer(s) or Subscriber(s) may move the physical location where UC is used away from the Registered Address without written notification from Reseller to Bandwidth (or other updating of the Registered Address by Reseller as contemplated in the definition of "Registered Address"). If Reseller fails to notify Bandwidth of any move of the physical location where UC is used without notifying Bandwidth (or otherwise updates the Registered Address as contemplated in the definition of "Registered Address"), Bandwidth may, in its sole discretion, immediately suspend UC until Reseller notifies Bandwidth of such move (or otherwise updates the Registered Address as contemplated in the definition of "Registered Address"). Reseller acknowledges and agrees that: (i) any such failure by or on behalf of Reseller may cause incorrect routing of 911 Services for which Reseller will be solely liable, and (ii) the continuation of certain UC TNs may be restricted or precluded based upon the physical location to which Reseller (or Reseller's customer(s) or Subscriber(s)) wishes to move the Registered Address.
- f. **No Class 5 Features.** UC does not include any Class 5 Features. For clarity, UC will not provide any of the following call types: 976, 900, or 1010xxx.
- g. **Toll Free. If Reseller (or Reseller's customer(s) or Subscriber(s)) utilizes Toll Free Numbers in connection with UC, such Toll Free Service is an inbound-only service and does not provide any outbound calling, including, without limitation, 911 Services, with respect to such Toll Free Numbers.** Reseller (and Reseller's customer(s) or Subscriber(s)) is strictly prohibited from using (or reconfiguring to support such use) any Toll Free Service or any Toll Free Numbers in connection with UC to place outbound calls or Improper Calls. Bandwidth may take immediate action to prevent Improper Calls from taking place, including without limitation, denying any UC to specific ANIs and/or terminating the applicable Order Form and these Product Terms and/or UC. If Reseller (or Reseller's

customer(s) or Subscriber(s)) places any calls with UC that contain a privacy indicator imposed by the originating telephone subscriber, Bandwidth may provide call detail information to Reseller, notwithstanding the privacy indication, provided, however, Reseller acknowledges and agrees that (i) Reseller (and Reseller's customer(s) or Subscriber(s)) is prohibited from reusing or selling the Toll Free Number; and (ii) Reseller (and Reseller's customer(s) or Subscriber(s)) is prohibited from using any information derived from ANI, Called Party Number ("CPN") or the charge number service for any purpose other than (a) performing services or transactions that are the subject of the originating subscriber's telephone number, (b) ensuring network performance, security and the effectiveness of call delivery; (c) compiling, using and disclosing aggregate information, and/or (d) complying with applicable law or legal process.

- h. **The following applies to Directory Listing and related services only:** Reseller may request Directory Listing, LIDB and/or CNAM. Upon the submission of any request for Directory Listing, Reseller represents and warrants that Reseller has obtained all necessary approvals for Directory Listing from the applicable subscriber in such request and Reseller will promptly provide Bandwidth with documentation evidencing Reseller's receipt of such subscriber approval upon Bandwidth's request. Reseller will retain such documentation for at least twelve (12) months after submission of the applicable request for Directory Listing. Bandwidth may, in its sole discretion, refuse to submit the applicable subscriber information for Directory Listing if Reseller fails to timely provide such documentation to Bandwidth. Reseller will not store or cache any CNAM data provided to Reseller by Bandwidth after Reseller performs any applicable CNAM look-up via Bandwidth's platform. Reseller may use CNAM information received via Bandwidth's platform for the sole purpose of providing the caller name associated with the telephone number on a real-time, per telephone call basis. If Bandwidth determines, in its sole discretion, that Reseller's actions are in violation of the foregoing CNAM restrictions, then Bandwidth may immediately suspend and/or terminate the applicable Services as outlined in the Services Agreement.
 - i. **Additional CNAM Limitations.** CNAM-enabled TNs are allowed 25 CNAM dips per month. Where multiple TNs on an account have CNAM enabled, the dips/TN/month for all CNAM-enabled TNs on the account should not exceed this 25 dips/TN/month limit.
 - ii. **Additional Directory Listing Limitation.** Bandwidth can only support a single Directory Listing per TN.
- i. **Special Configurations.** All special configurations are subject to Bandwidth's approval. Bandwidth may terminate the applicable Order Form and these Product Terms if customary interoperability testing has not been completed when required.
- j. **Standard Use.** UC is provided for Standard Use. Bandwidth reserves the right to ensure that Reseller's (and Reseller's customer(s) or Subscriber(s)) use of UC is consistent with Standard Use and otherwise complies with these Product Terms. If Bandwidth determines that Reseller (or Reseller's customer(s) or Subscriber(s)) is not using UC for Standard Use, Bandwidth may, in addition to all other rights and remedies pursuant to these Product Terms, notify Reseller and allow Reseller the opportunity to cure any such use within ten (10) calendar days. Reseller may cure by stopping any such use or change Reseller's (or Reseller's customer(s) or Subscriber(s)) use of UC in any other way that is consistent with Standard Use.

- 5. **911 Services.** UC includes either E911 Service (or Basic 911 Service under certain circumstances) if, and only if, the call's originating ANI is a UC TN.

- a. **911 Service.** When a caller from a Registered Address dials the digits 9-1-1 from a UC TN, the UC TN and the Registered Address are automatically sent to the local emergency center serving the physical location of the Registered Address. Emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information to the emergency call-taker. Accordingly, with E911 Service, the emergency operators will have the caller's call-back telephone number and Registered Address. In limited circumstances, callers utilizing a UC TN equipped with E911 may have their calls routed to the national call center. Please see the description below for an explanation of when this would occur and how this service operates.
 - b. **Basic 911 Service.** When a caller from a Registered Address dials the digits 9-1-1 from a UC TN, the call is sent to the local emergency center serving the physical location of the Registered Address. However, emergency operators answering the call will not have automatic access to the caller's telephone number or the Registered Address because the emergency center will not be equipped to receive, capture or retain the telephone number and/or Registered Address. Accordingly, callers must be prepared to verbally provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address.
 - c. **National Call Center Service.** 911 calls will be sent to Bandwidth's national emergency call center if there is no registered address associated with the number, or if the call fails to complete and is routed to the national emergency call center for failover purposes. Call center personnel will attempt to query the 911 caller for location information and manually route the call to the PSAP nearest caller's identified location. Calls that are routed to call centers due to missing address information will incur charges as specified in the Rate Sheet.
6. **Porting Numbers.** Bandwidth will require a completed and signed Letter of Authorization ("**LOA**") for any telephone numbers that Reseller wishes to port from another carrier to Bandwidth. Bandwidth may require the following from Reseller: a recent copy of the current phone bill which contains Reseller's Billing Telephone Number ("**BTN**") as well as a record of any numbers 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 a number(s) 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.
 7. **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. Bandwidth retains the right to reclaim non-utilized numbering resources that Reseller does not activate for use in its Account, to allow for usage within fourteen (14) days of ordering.
 8. **Charges and Rates.** All Services are provided pursuant to the Rate Sheet. If applicable rates or charges related to Reseller's use of the Services are not included in the foregoing documents, Bandwidth's then-standard rates will constitute the rates for such Service(s). Further, if Bandwidth adds new features or additional functionality (collectively, "**New Features**") that will be included as part of the Services contemplated by these Product Terms, and such New Features are not included in Reseller's Rate Sheet, Bandwidth's then-standard rates will constitute the rates for such Services, solely to the extent the Reseller uses the New Features.
 9. **Inside Wiring.** Reseller will be solely responsible to provide any needed internal wiring or extensions

(including but not limited to required conduit, facilities, power, etc.) for customer premise equipment, Phone Systems, and phones required to use the service.

10. Additional Terms

- a. **Call Rating.** Calls will be rated as local if the call terminates within the LCA associated with the call's originating ANI, which must be a UC TN. All calls terminating outside a LCA will be rated as either intrastate, interstate or international long distance. Bandwidth will distinguish interstate versus intrastate versus international long distance based on the originating ANI and terminating ANI provided in the call signaling. Bandwidth utilizes the value in the 'FROM' field in the SIP header as the originating ANI for establishing the jurisdiction of the call (i.e., interstate versus intrastate versus international). However, if a value is present in any of the SIP header fields used for caller ID (e.g. remote party ID, P-Assert-Identity), Bandwidth may use this in lieu of the "FROM" field as the originating ANI to determine the jurisdiction of a call. If Bandwidth cannot accurately rate a call due to an invalid or omitted originating ANI, and its rating jurisdiction is not international, Bandwidth will default to rating the call as intrastate. Bandwidth will determine the originating or terminating carrier by evaluating the terminating ANI down to the NPA-NXX-X level. Reseller must maintain (or must cause Reseller's customer or Subscriber to maintain) the originating ANI for all outbound calls and abstain from any ANI manipulation in the call signaling. If a call made by Reseller's customer(s) or Subscriber(s) cannot be accurately identified via a unique ID, "FROM" field or P-Assert-Identity, Bandwidth will bill Reseller with respect to such call at the primary account but not at any otherwise applicable sub-account.
- b. **Local Call Rating Exclusion.** Rating outbound calls as local only applies to calls that utilize UC TNs as the originating ANI. Termination of calls from telephone numbers not provided by Bandwidth (or ported to Bandwidth) will be rated as either interstate or intrastate long distance. Bandwidth will distinguish interstate versus intrastate long distance based on the originating ANI and terminating ANI provided in the call signaling. If Bandwidth cannot accurately rate a call due to an invalid or omitted originating ANI, and its rating jurisdiction is not international, Bandwidth will default to rating the call as intrastate.
- c. **Toll Free.** If Reseller (or Reseller's customer(s) or Subscriber(s)) utilizes Toll Free Numbers in connection with UC, such toll free service is an IP termination service for calls terminating to such Toll Free Numbers. Bandwidth is the Responsible Organization ("RespOrg") for such Toll Free Numbers.

11. Definitions

- a. **"1010xxx"** means a code to manually choose a long-distance provider for an outbound call.
- b. **"900"** means a premium rate area code that is charged at a higher rate than normal.
- c. **"911 Services"** means functionality that allows End Users to contact emergency services by dialing the digits 9-1-1.
- d. **"911 / E911"** means functionality that allows End Users to contact emergency services.
- e. **"976"** means a premium rate exchange that is charged at a higher rate than normal.
- f. **"ANI"** means automatic number identification.
- g. **"AUP"** means Bandwidth's Acceptable Use Policy, available at <https://www.bandwidth.com/legal/acceptable-use-policy/>.

- h. **“Basic 911 Service”** means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Registered Address. With Basic 911 Service, the emergency operator answering the phone will not have access to the caller’s telephone number or address information unless the caller provides such information verbally during the emergency call.
- i. **“Call Rating”** means the methodology used to define the type and jurisdiction of a specific call. Call Rating criteria includes the originating Automatic Number Identification (ANI) (sometimes referred to as the from or source fields) and terminating ANI provided in the call signaling (sometimes referred to as the destination or To fields; may also include remote party ID field). Call Rating defines the type of calls and correlating costs per call.
- j. **“Class 5 Features”** means additional phone features beyond standard routing and audio. For example, both call hunting and voicemail are Class 5 Features.
- k. **“CNAM”** means “Caller ID with Name”, a service that provides the name of the calling party (where available) when a Bandwidth TN receives a phone call.
- l. **“Directory Assistance”** means live or automated assistance for the placement of Subscriber calls, listing services and/or related information.
- m. **“Directory Listing”** means the inclusion of Reseller’s activated TN in the United States or Canada and associated subscriber name in a relevant public database for directory listing. It is limited to a single listing instance per TN.
- n. **“Enhanced 911 Services” “E911 Services” or “E911”** means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point (“PSAP”), serving the Registered Address and to deliver the Subscriber’s telephone number and Registered Address information automatically to the emergency operator answering the call.
- o. **“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) 911 / E911 or other 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.
- p. **“International”** means anywhere outside of the continental United States, including Alaska and Hawaii.
- q. **“LCA” (or “Local Calling Area”)** means the local calling area defined geographically by the telecommunications industry standards.
- r. **“LIDB”** means Line Information Database.
- s. **“NPA-NXX-X”** means the area code, exchange and first digit of the station code of a telephone number.
- t. **“Number” or “Numbers”** means UC TN(s) and/or Toll Free Number(s).

- u. **“Phone System”** means a communication system that transmits information between distant points. For the purpose of clarity, a phone system such as a Key-system (i.e. IP-Key-system, Analog Key-system, Digital Key-system or Hybrid key-system), a Private Branch Exchange (PBX) (aka IP-PBX) system, or any other voice application or appliance.
- v. **“PSTN”** means the Public Switched Telephone Network.
- w. **“Registered Address”** means the address provided by Reseller (for or on behalf of Reseller or Reseller’s customer(s) or Subscriber(s)) in written format (i) on the Order Form, (ii) entered into appropriate Bandwidth-provided portals or (iii) other written communication from Reseller (for or on behalf of Reseller or Reseller’s customer(s) or Subscriber(s)) to Bandwidth, which address represents the physical location from which the Service (and UC TNs associated with the Service) will be used.
- x. **“Responsible Organization”** or **“RespOrg”** means the Party hereto that is responsible for managing and administering the account records in the Toll Free Service Management System Database.
- y. **“SIP”** means “Session Initiation Protocol” which is the signaling protocol established in RFC 3261 used between networks (such as VoIP networks) to establish, control and terminate signaling for SIP-based services such as voice calls..
- z. **“Standard Use”** means use of UC as contemplated by the applicable Order Form and these Product Terms in a manner consistent with business use, which will include, without limitation: (i) use with a Phone System; and (ii) a Registered Address. Standard Use does not include an IP address outside of the United States.
- aa. **“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.
- bb. **“Toll Free Number”** or **“TFN”** means a telephone number that supports NADP and is assigned to Reseller by Bandwidth (or ported to Bandwidth by Reseller) for use with UC.
- cc. **“Toll Free Service”** means an IP termination service for PSTN originated calls to terminate to TFNs provided by Bandwidth.
- dd. **“UC TN”** means a TN assigned for use specifically in connection with the Services contemplated by these Product Terms.