Certification of Reseller Exemption from Collection and Remittance of 911/E911 Surcharges by Bandwidth

Customer Legal Name: _____

Customer Address: _____

Customer Contact Person: _____

Contact Person's Phone Number: _____

Contact Person's Email Address: _____

Customer hereby represents and warrants that it is a reseller of Bandwidth Inc.'s ("Bandwidth") services and will be responsible for the collection and remittance of all applicable 911 and E911 state and local regulatory taxes, fees and surcharges (collectively "911 Surcharges") associated with its resale of Bandwidth's services. Customer therefore requests that Bandwidth refrain from collecting and remitting 911 Surcharges from Customer based on Customer's submission of this Certification. Customer shall be responsible to provide any additional proof that may be deemed necessary to support or demonstrate Customer's representations herein upon request. Customer certifies its ability to collect and remit all applicable 911 Surcharges on the following basis:

1. For all applicable states in the table below, Customer must provide the Customer's 911 Surcharge authorization, license, or registration number for each state in the space provided, and/or attach other documentation that is Customer's basis for asserting exemption from Bandwidth's collection of 911 Surcharges from Customer.

✓	State	Exemption #	✓	State	Exemption #	✓	State	Exemption #
	Alabama/AL			Kentucky/KY			North Dakota/ND	
	Alaska/AK			Louisiana/LA			Ohio/OH	
	Arizona/AZ			Maine/ME			Oklahoma/OK	
	Arkansas/AR			Maryland/MD			Oregon/OR	
	California/CA	U☐☐☐☐C		Massachusetts/MA			Pennsylvania/PA	
	Colorado/CO			Michigan/MI			Rhode Island/RI	
	Connecticut/CT			Minnesota/MN			South Carolina/SC	
	Delaware/DE			Mississippi/MS			South Dakota/SD	
	District of Columbia/DC			Missouri/MO			Tennessee/TN	
	Florida/FL			Montana/MT			Texas/TX	
	Georgia/GA			Nebraska/NE			Utah/UT	
	Hawaii/HI			Nevada/NV			Vermont/VT	
	Idaho/ID			New Hampshire/NH			Virginia/VA	
	Illinois/IL			New Jersey/NJ			Washington/WA	
	Indiana/IN			New Mexico/NM			West Virginia/WV	
	Iowa/IA			New York/NY			Wisconsin/WI	
	Kansas/KS			North Carolina/NC			Wyoming/WY	

2. Customer acknowledges that Bandwidth may provide a copy of this Certification to applicable governmental authorities, Bandwidth's legal counsel, and/or Bandwidth's auditors without Customer's permission and without notifying Customer. Customer acknowledges that Bandwidth also may provide a copy of this Certification pursuant to subpoena, or other compulsory process, without Customer's permission and without notifying Customer.
3. Customer acknowledges that Bandwidth's determination of Customer's exemption from the collection and remittance of 911 Surcharges by Bandwidth will be based upon the information provided by the Customer in this Certification. Customer shall indemnify and hold harmless Bandwidth from any and all claims and demands arising from any information, representations, or certifications made by Customer related to 911 Surcharge(s). Bandwidth shall not be liable for any 911 Surcharge(s) not collected and/or remitted by Customer for any reason.
4. If, at any time, Customer's information, representations, and/or certifications are no longer accurate, Customer must notify Bandwidth within fourteen (14) calendar days by completing and submitting a new Certification form.
5. Customer's representative identified in this Certification shall be duly authorized by Customer to make the representations and certifications contained herein on behalf of Customer.
6. This Certification shall be submitted in the electronic format provided, and subsequent notifications concerning it should be submitted to taxexemptions@bandwidth.com.
7. This Certification incorporates the terms of all agreements the Customer has with Bandwidth.

BY EXECUTING THIS CERTIFICATION, CUSTOMER CERTIFIES UNDER PENALTY OF PERJURY THAT CUSTOMER IS SOLELY RESPONSIBLE FOR THE COLLECTION AND REMITTANCE OF APPLICABLE TAXES, FEES, AND SURCHARGES ASSOCIATED WITH THE SERVICES PROVIDED TO CUSTOMER BY BANDWIDTH, AS IDENTIFIED FOR BILLING PURPOSES BY THE ACCOUNT NUMBERS LISTED.

Name (Print): _____

Customer's Authorized Signature:

SIGN

_____

(Owner, Partner, Corporate Officer, or Authorized Representative) Title Date

Billing Account Number and Provisioning Account Numbers to which this Certification applies (BLANK or "ALL" not sufficient; account numbers are located on your invoice):

Billing Account Number: **BW-**_____

Provisioning Account Information:

- ☐ a. All Provisioning Account Numbers associated with Billing Account Number listed above
- ☐ b. Only the Provisioning Account Numbers listed in Table A below.

Table A
