2230 Bandmate Way
Raleigh, NC 27607

Supplemental Terms for AI Offerings

Last Updated Date: November 6, 2026

These Supplemental Terms for AI Offerings ("**Terms**") supplement the Services Agreement (defined below) between Customer and Bandwidth. By purchasing, accessing or using any of the AI Offerings, or electronically accepting or otherwise agreeing to be bound by these Terms, you represent and warrant that you have the legal authority to bind your organization to these Terms. IF CUSTOMER DOES NOT AGREE TO ALL OF THESE TERMS, USE OF ANY AI OFFERINGS IS STRICTLY PROHIBITED AND CUSTOMER MUST NOT ENABLE OR USE ANY AI OFFERINGS.

Capitalized terms will have the meanings set forth in Section 8 (Definitions) or elsewhere in these Terms. Capitalized terms not defined herein will have the same meaning as set forth in the Services Agreement.

If Customer is authorized to resell the Services under their Services Agreement, any references to the term "Reseller" in these Terms shall be understood to mean "Customer".

1. Overview

a. Description. "**AI Offerings**" are AI Services and Bring Your Own AI Services capable of generating output, responses, data, or other information (collectively, "**Output**") in response to voice or text prompts, information, queries or other materials provided or submitted by or on behalf of Customer, its customers, or End Users for use in connection with the AI Offerings (collectively, "**Inputs**").

b. AI Offerings are Optional. Access to the AI Offerings are entirely optional and Customer must actively choose to enable or use AI Offerings. Customer is not required to use any AI Offerings as a condition to accessing Bandwidth's other products or services.

c. Applicable Terms. Except as otherwise set forth herein, Customer's access to, and use of, any AI Offerings is subject to Customer's compliance with these Terms, the Services Agreement and Bandwidth's Acceptable Use Policy. To the extent there is a conflict between these Terms and the Services Agreement, these Terms shall control, but only with respect to AI Offerings. Certain AI Offerings may also be subject to additional Product Terms. Please review the Product Terms carefully. In the event of any conflict between the Services Agreement or these Terms and the Product Terms, the Product Terms shall control. All AI Services are made available to Customer through "Electronic Tools" pursuant to the terms of the Services Agreement. In the case of BYO AI, Customer's or its third party provider's artificial intelligence or machine learning technology shall not be deemed to be "Electronic Tools" that are licensed by Bandwidth to Customer.

d. Updates. Bandwidth may update these Terms from time to time by posting any such update to https://www.bandwidth.com/legal/ai-terms/. Unless otherwise noted by Bandwidth, material updates to these Terms will become effective upon the earlier of (i) 30 days after the date the update is posted, (ii) the date on which Customer purchases any Services that are subject to such updated Supplemental Legal Terms or Product Terms after being notified of such update, or (iii) the date one of Customer's administrative users electronically accepts such updated terms.

Notwithstanding the preceding sentence, to the extent the updates apply to new functionality, or are required by applicable law, they will be effective immediately. Continued use of any AI Offerings on or after the date of the updated version of these Terms also constitutes Customer's acceptance of the updated version, which supersedes all prior versions of these Terms.

2. Use of the AI Services; Restrictions

a. Compliance with Laws. Customer is solely responsible and liable for the deployment of the AI Offerings for Customer's use case and acknowledges that Bandwidth does not control how Customer uses or deploys the AI Offerings. Customer is responsible for using the AI Offerings in a manner that complies with all applicable laws and regulations and for complying with all applicable laws and regulations regarding the collection and processing of inputs and other data, including personal data, from and about end users of the AI Offerings. For the avoidance of doubt, Customer is responsible for ensuring that its customers and/or End Users comply with materially similar terms.

b. Restrictions. Customer shall not, and shall ensure that its customers and End Users shall not, directly or indirectly:

i. access or use the AI Services to build or train a similar or competitive product or service or develop any artificial intelligence or other machine learning model or technology;

ii. use the AI Offerings for High-Risk Use Cases;

iii. remove, alter, or obscure any notices of Bandwidth or its licensors on, or that are provided through, the AI Offerings;

iv. use the AI Offerings to create any biometric identifiers or information, unless otherwise set forth in applicable Product Terms;

v. use the AI Offerings to provide companion chat bot services or functionality;

vi. use any Output in a manner that falsely represents or implies such Output was not generated by artificial intelligence, machine learning and deep learning platforms, algorithms, tools and models;

vii. remove, alter, or obscure any watermarks, metadata, or technical identifiers applied to content to identify that it is AI-generated;

viii. represent to any of your customers and/or End Users that they are interacting with a human rather than AI, where applicable;

ix. provide any Input to the AI Offerings that contains Protected Health Information (as that term is defined by the Health Insurance Portability and Accountability Act) or otherwise submit or make accessible to Bandwidth any Protected Health Information, unless otherwise set forth in applicable Product Terms and subject to a Business Associate Agreement agreed by the parties;

x. provide any information to the AI Offerings that is false or misleading or that may mislead Bandwidth as to the identity of Customer, its customer, or any End User or the origin of any data or communication;

xi. attempt to circumvent, bypass, exploit, defeat, or disable any features, limitations, or restrictions (including security or access control mechanisms) placed on or presented through the AI Offerings by Bandwidth or its licensors, including by transmitting codes, files, scripts, agents or programs that are designed or intended to circumvent any such features, restrictions, or limitations, do harm or gain unauthorized access to or use of any AI Offerings;

xii. use the AI Offerings for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with laws; or

xiii. use the AI Offerings in a manner inconsistent with applicable law, any provided documentation (including terms and conditions of any Third-Party AI Services (defined below) provider), Bandwidth's Acceptable Use Policy or these Terms.

Bandwidth reserves the right to suspend or terminate Customer's, its customers' or any End User's access to the AI Offerings for any failure, or suspected failure, to comply with these Terms, including the foregoing conditions.

3. AI Offering Requirements

a. Consents. Some AI Offerings may use speech recognition technology, speech-to-text or text-to-speech capabilities, or natural language understanding and involve the recording, monitoring or capture of real-time communications that, depending on the jurisdiction(s), requires the informed consent from the participants in such communications ("**Consents**"). While Bandwidth may make available certain mechanisms as part of certain AI Offerings for the purpose of obtaining Consent from participants, the AI Offerings are not designed to provide legal advice to Customer. Customer is solely responsible for its compliance with all laws related to the use of AI Offerings, including but not limited to applicable data privacy and data protection laws. The foregoing obligation includes, but is not limited to, determining if any notices or Consents need to be provided or obtained, and for ensuring that Customer has provided and obtained any required notices or Consents prior to any participant's use of, or interaction with, such AI Offerings. Customer will maintain appropriate records of all notices given and all Consents it has obtained, and promptly provide evidence thereof to Bandwidth upon Bandwidth's written request.

b. Call Recording Limitation of Liability. Bandwidth expressly disclaims all liability arising out of, or related to, the use by Customer, End Users, its customers, or any third party of call recording functionality of the AI Offerings.

c. Customer's Responsibility for AI Inputs and Outputs; Disclaimers.

i. Customer acknowledges that Outputs are based on Inputs, and that Bandwidth has no control over any such Inputs. Additionally, Customer acknowledges that the AI Offerings may provide Outputs that are inaccurate

or offensive, and that the AI Offerings are not designed or intended to meet Customer's specific needs, expectations, or legal, regulatory, or compliance obligations. Customer is solely responsible for Customer's Inputs and its use and review of the Outputs, including for determining whether the Output is appropriate for its intended use and for its End Users' and/or customers' use thereof.

ii. BANDWIDTH DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ANY OUTPUT PROVIDED IN CONNECTION WITH THE AI OFFERINGS. ALL OUTPUTS ARE MADE AVAILABLE, IF AT ALL, "AS IS" AND "WITH ALL FAULTS," AND BANDWIDTH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO ANY INPUTS OR OUTPUTS. Due to the nature of artificial intelligence or machine learning technology, Output may not be unique, and Customer acknowledges that the same or similar Output may be generated for other customers.

d. Third-Party AI Services

i. The AI Services may rely on artificial intelligence or machine learning technology or services not provided by Bandwidth ("**Third-Party AI Services**"). By using any AI Services, Customer authorizes Bandwidth to disclose any Customer Data, including Inputs, that Customer makes available through its use of the AI Services to Bandwidth's providers of such Third-Party AI Services. Third-Party AI Services providers will be identified on Bandwidth's then-current list found here.

ii. For AI Services utilizing Third-Party AI Services, Bandwidth will not permit any Third-Party AI Services provider from using Customer Data for: (i) training or improving its large language models, or (ii) general use beyond the use required to provide and maintain the Third-Party AI Services or as otherwise set out in these Terms.

iii. For BYO AI, Customer acknowledges and agrees that Customer will be responsible for obtaining any necessary licenses or agreements with the provider(s) of the applicable Third-Party AI Service(s) used by Customer, and that Customer's agreement(s) with such Third-Party AI Services provider(s) (and not the Services Agreement, DPA or any other agreement between Bandwidth and Customer) shall govern Customer's use of such Third-Party AI Services and the processing of Customer Data by such Third-Party AI Services provider whether such Customer Data is transferred directly by Customer or via Bandwidth at Customer's direction to such Third-Party AI Services provider. Bandwidth is not an agent or partner of any Third-Party AI Services providers in conjunction with BYO AI.

4. Ownership; Licenses

a. Ownership. The AI Services are proprietary to Bandwidth and its licensors, and Bandwidth and its licensors retain all rights, title and interest (including all intellectual property rights) therein and to all improvements, enhancements and modifications thereto. No implied license

of any kind is granted to Customer. Without limiting the foregoing, as between the Parties, Bandwidth will exclusively own all right, title and interest in and to Bandwidth's artificial intelligence, machine learning and deep learning platforms, algorithms, tools and models, and any improvements, enhancements and modifications thereto.

b. Licenses from Customer. Customer grants Bandwidth a perpetual, irrevocable, non-exclusive, worldwide, royalty-free and fully paid license to use, copy, modify, make derivative works of, process and store Input, Output and all other Customer Data provided to or generated by the AI Offerings for purposes of providing the AI Services to Customer, its customers and/or End Users. Customer represents and warrants that it has the necessary rights to grant all licenses hereunder and that it has obtained all necessary consents, permissions, approvals, and/or licenses to permit Bandwidth to use the Input, Output and other Customer Data provided to the AI Offerings for the purposes of performing its obligations and exercising its rights and licenses under these Terms.

c. Training and Feedback.

i. Bandwidth will not use Customer Data, Input, or Output to train or otherwise improve, except for the Customer's benefit, the AI Offerings unless explicitly authorized in writing by the Customer.

ii. If Customer provides to Bandwidth any feedback or information regarding errors, problems, defects, or suggestions for changes and improvements (collectively, "**Feedback**") related to the AI Offerings, then Customer hereby grants Bandwidth a worldwide, non-exclusive, irrevocable, perpetual, sublicensable, fully paid-up, royalty-free right and license to use, exploit and otherwise incorporate such Feedback into Bandwidth's technology, products and services.

5. Disclaimers; Indemnity; Limitation of Liability

a. No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AI OFFERINGS AND ALL RELATED DOCUMENTATION AND MATERIALS ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. BANDWIDTH MAKES NO WARRANTIES WITH RESPECT TO THE AI SERVICES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, ACCURACY, INTERFERENCE WITH CUSTOMER'S QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF THE USE OF THE AI OFFERINGS IS ASSUMED BY CUSTOMER. BANDWIDTH MAY, UPON REASONABLE NOTICE TO CUSTOMER, DISCONTINUE THE AI OFFERINGS.

b. Indemnity. In addition to and without limiting Customer's obligations under the Services Agreement, Customer shall indemnify, defend and hold harmless the Bandwidth Indemnified Parties from and against any and all Claims made against Bandwidth by third parties as a result of or relating to (i) Customer's provision of any Inputs, Outputs or other Customer Data to Bandwidth or the AI Offerings, (ii) any call recordings using, or in connection with, the AI Offerings, and (iii) any violation by Customer of these Terms. Notwithstanding anything to the contrary in the Services Agreement, Bandwidth will have no obligation to indemnify Customer for any AI Offerings.

6. Beta AI Offerings. From time to time, Bandwidth may offer new features or functionality relying on artificial intelligence or machine learning technology or services, identified as beta ("**Beta AI Offerings**"), which may initially be offered free of charge. If Bandwidth decides to make a Beta AI

Offering generally available, Bandwidth may, with reasonable notice to Customer, begin charging fees for Customer's continued use. Any such fees will apply to the relevant AI Offering as set forth in the applicable Rate Sheet attached to the Order Form or otherwise agreed to in writing between the Parties. Bandwidth is not obligated to develop, release, or commercially offer a final product based on these Beta AI Offerings.

7. Survival. The terms of these Terms will survive expiration or termination of the Services Agreement.

8. Definitions

a. "**AI Services**" means any Services and/or features through which Bandwidth may provide access to tools or platforms that leverage Bandwidth's or a third party's artificial intelligence, deep learning or machine learning technology, as further described in **Exhibit A** attached hereto.

b. "**Bring Your Own AI Services**" or "**BYO AI**" means any Services through which Bandwidth may allow Customer to connect Bandwidth's Services with Customer's own, or a third party's, tool(s) or platform(s) that leverage Customer's or such third party's artificial intelligence, deep learning or machine learning technology, as applicable.

c. "**High-Risk Use Cases**" means use of the AI Offerings (a) in connection with any services or communication system in which the failure of the AI Offerings could lead directly to death, personal injury, or physical or environment damage, or for any operation of nuclear facilities, air traffic control, life support systems or clinical purposes; (b) for any activity that requires clearance or approval from a regulatory authority; or (c) in any operation that constitutes high or unacceptable risk relating to the use of the AI Offering under applicable law or regulation.

d. "**Services Agreement**" means the Bandwidth Communications Services Agreement, Reseller Services Agreement, or any other separate written agreement entered into between the Parties governing use of the Services, as applicable.

Exhibit A

AI Services

AI Services	Applicable Bandwidth Product Terms
Anomaly Detection for Voice	Attached to the applicable Order Form
Activation Agent	Attached to the applicable Order Form
Call Intelligence	Attached to the applicable Order Form