



Bandwidth SIP Long Distance (LD) Termination Service Agreement - Terms and Conditions for Service Order Form

This Service Agreement (the “Agreement”) is between Bandwidth.com, Inc. (“Bandwidth.com”) and the Customer. Services provided are based on the Terms and Conditions contained herein and are subject to change with updated versions of this document available for viewing and download on <http://www.bandwidth.com/content/legal>. Updated versions of this document will take effect on the first date of the month following posting of the updated version, with updated versions identified with the month and year they become effective. Customer should therefore check the site regularly for updated versions. Customer accepts said Terms and Conditions, as acknowledged by signature on the relevant Service Order Form (“SOF”), and agrees to be bound by them.

Definitions:

“911 Services” means functionality that allows end users to contact emergency services. 911 Services include Enhanced 911 Service, which have the ability to route an emergency call to the Public Safety Answering Point (“PSAP”) assigned to the primary Subscriber address and (subject to Customer’s obligations herein) provide the Subscriber’s address and DID/DOD information. 911 Services are provided by Bandwidth.com pursuant to applicable tariffs.

“Customer VoIP Application” means the Class 5 VoIP application provided by Customer in connection with SIP LD Termination service.

“DID/DOD” means a telephone number assigned by Bandwidth.com to Customer for use by a Subscriber with SIP LD Termination service.

“Directory Listings” means the listing of a Subscriber’s telephone number in the ILEC directory for a Market.

“RFC” means Request for Comments

“International” means anywhere outside of the continental United States, including Alaska and Hawaii.

“IP” means Internet Protocol.

“LCA” means a geographical local calling area (determined by the applicable ILEC) containing one or more Rate Centers.

“LNP” means local number portability.

“Operator and Directory Assistance” means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information.

“PSTN” means the public switched telephone network.

“Rate Center” means a geographic area (determined by the applicable ILEC) within a LCA or Market that is associated with one or more specific NPA/NXX codes.

“Reseller” is a customer of Customer to whom Customer sells Bandwidth.com SIP Termination services for resale to Subscribers or other resellers (which further resellers are also “Resellers” hereunder).

“SIP” is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

“Subscriber” means an individual, end-user or telephone device assigned a DID/DOD.

“TN” means a telephone number assigned by Bandwidth.com to Customer (or that Customer ports to Bandwidth.com) and used by Customer in connection with Bandwidth.com’s SIP Termination for service.

“U.S. Domestic” means the continental United States (excluding Alaska and Hawaii).

“VoIP” means voice over IP.

1. Services Provided. Provided that Customer is not in default of its obligations stated herein, Bandwidth.com shall provide Customer with the Service ordered in the Bandwidth.com Service Order Form, which Service Order Form is incorporated herein by reference, for the Service Term,

the Service Term being defined in Section 9. If Customer has purchased or leased Equipment from Bandwidth.com or its certified third party leasing company then the Customer must install Equipment in accordance with instructions provided by Bandwidth.com (or its third party vendor). In addition Bandwidth.com Equipment must be used solely for the purpose of Service utilization. Customer is solely responsible to obtain, use and operate any equipment not provided by Bandwidth.com that may be used in association with the Service.

2. Services Description. Bandwidth.com's SIP LD Termination service provides the delivery of outbound long distance voice traffic from the Customer's premises to the PSTN or an IP address. Bandwidth.com's SIP LD Termination service is intended for use only as an outbound long distance service. Unless and to the extent that Customer has combined this services with another service (whether provided by Bandwidth.com or other service provider) for the purpose of enabling certain additional inbound or outbound calling capabilities, Customer agrees to advise in writing all end users obtaining Service by or through Customer that Bandwidth.com SIP LD Termination service does not include inbound calling services and does not support 911 functionality. Customer shall indemnify and hold harmless Bandwidth.com, its officers, employees, agent and affiliates from and against any and all losses, claims, costs or damages of whatever nature arising from or relating to the user of any Bandwidth.com SIP LD Termination service for inbound calling, 911, 411 / Directory Assistance, Operator Assisted dialing. The service utilizes and IP to IP hand-off over which Customer certifies to Bandwidth.com all traffic is either originated by Subscribers in an Internet Protocol format.

3. Service Limitations. Bandwidth.com SIP LD Termination service only provides outbound long distance service. It does not provide any inbound calling capability or 911 services. Customer agrees to advise (in writing) all end-users of this service that it does not include inbound calling or 911 service. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM, ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO THE USE OF ANY BANDWIDTH.COM SIP LD TERMINATION SERVICE FOR OUTBOUND CALLING OR 911 SERVICES. The service also does not provide any of the following outbound services: Outbound local calling area, 976, 900, 888, 877, 866, 800, 700, 1010xxx , 411 or any operator services. All special configurations are subject to Bandwidth.com's approval and Bandwidth.com reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. Any traffic deemed to jeopardize the integrity of Bandwidth.com's network may be immediately blocked by Bandwidth.com.

4. Customer Responsibilities. Customer shall, at its sole cost, be responsible: (i) for providing all equipment (including SIP proxy servers), software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer VoIP Application and the Customer network to operate with the Bandwidth.com SIP Termination Service and for providing and ensuring the successful installation of all equipment and software necessary for Subscribers to use services sold to it by Customer; (ii) to obtain and provide to Bandwidth.com, prior to installation of the particular SIP Termination service, the IP address(es) for the SIP proxy server, the Customer VoIP Application and/or any other applicable hardware/software solution; (iii) for all Subscriber Tier 1 support and (iv) for all Class 5 features, such as dial tone, call waiting and call forwarding functionality. Customer may pass such obligations on to Resellers, but all information required to support SIP Termination service shall be supplied to Bandwidth.com by Customer. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR RESELLERS TO COMPLY WITH THIS SECTION.

5. Call Rating and Additional Minute Charges

Call Rating: Bandwidth.com SIP LD Termination only provides intrastate, interstate and international long distance. No outbound local calling or inbound calling service is provided. The distinction and jurisdiction of *inter* versus *intrastate* versus international long distance will be determined based on the Originating Automatic Number Identification (ANI) and Terminating ANI provided in the call signaling. Bandwidth.com 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, in the event a value is present in any of the SIP header fields used for caller id (e.g. Remote Party ID, P-Assert-Identity), Bandwidth.com may use this in lieu of the "FROM" field as the Originating ANI to determine the jurisdiction of a call. If Bandwidth.com cannot accurately rate a call due to an invalid or omitted Originating ANI, and its rating jurisdiction is not international, Bandwidth.com will default to rating the call at the prevailing Intrastate long distance rate. Bandwidth.com will determine the terminating carrier by evaluating the Terminating ANI down to the NPA-NXX-X level.

International Rates: If not rate schedule is attached, international rates are available at www.bandwidth.com/content/legal. International per minute rates are subject to change upon seven (7) days notice by Bandwidth.com to Customer. Rate changes will be provided and shall be deemed received and accepted when posted by Bandwidth.com to www.bandwidth.com/content/legal. Bandwidth.com may initially block all, or a number of high cost, international routes. A listing of these blocked routes is available on www.bandwidth.com/content/legal and is subject to change. Customers may have this block removed by requesting this to be removed in writing to customercare@bandwidth.com and copying their dedicated Bandwidth.com account executive.

Interstate LD Rates: All interstate dialing will be billed via the attached rate schedule. LD interstate calls terminating to Alaska are an exception and will be billed at a \$.30 per minute rate. Rates provided on a per-LATA, per-OCN Tier basis are subject to change upon three (3) days notice by Bandwidth.com to Customer.

Intrastate LD Rates: If no rate schedule is attached, intrastate rates can be viewed at www.bandwidth.com/content/legal and are subject to change upon three (3) days notice by Bandwidth.com to Customer.

Call Duration Thresholds: All per minute rates (Interstate LD, Intrastate LD, Local if applicable, 800 Domestic) assume at least 95%

of calls terminating will be of a call duration of no less than six (6) seconds in length. If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle then Bandwidth.com reserves the right to charge, and Customer shall pay, a \$0.03 charge per short duration call. This charge will be in addition to Customer's current rates.

RBOC / Wireless Thresholds for Flat Rate Charges: All flat-rate per-minute rates (Interstate LD, Intrastate LD) assume at least 75% of calls terminate on either an RBOC or Wireless PSTN providers. If this threshold is not met, Bandwidth.com reserves the right to charge up to an additional \$.06 per minute on the number of minutes needed to meet this threshold.

6. IP originated traffic. All user traffic must be IP originated. "IP Originated" shall mean voice traffic which Customer represents and certifies as utilizing TCP/IP as a transmission protocol from the Customer's originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP-adapter, etc.) to a TCP/IP gateway. Traffic identified as non-IP originated is subject to incremental \$.05 per minute charges.

7. Service Availability. The Service is available throughout the Service Term, except in the case of scheduled maintenance of the Bandwidth.com network and/or its underlying carrier's network. Bandwidth.com will use commercially reasonable efforts to provide prior notification via electronic mail ("email") to Customer regarding any scheduled maintenance of Service. Bandwidth.com may interrupt its provision of Service for unscheduled emergency maintenance without notice to Customer or Customer's customers.

8. Interop Testing. If Customer has the Service, as shown on the Service Order Form, Bandwidth.com will provide the Customer with local connectivity to the appropriate public switched telephone network ("PSTN") and will deliver voice traffic to or from the Customer via an internet protocol version based on Session Initiation Protocol ("SIP") signaling. Prior to the provisioning of Service, Customer must successfully complete interoperability ("Interop") testing with Bandwidth.com.

9. Service Term. The initial Service Term for the Bandwidth.com Service provided to Customer shall be at least one (1) year and up to three (3) years from the Service Commencement Date depending on the Service Term selected on said Service Order Form. After such initial term, Service shall continue to be provided on a month-to-month basis, unless terminated in writing by Bandwidth.com or by Customer via email pursuant to the Master Service Agreement. The initial Service Term plus the continuation of Service as provided in this Section 9 are referred to collectively as the "Service Term." (The Agreement Term is coterminous with the Service Term.)

10. Billing Increments. Billing increments are set forth below.

Terminating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	6	6
Alaska, HI and all others	30	6
Mexico	60	60

11. Additional NRC (if applicable). In addition to the standard NRC listed above, the following NRC, if applicable, will apply:

- Service Reinstatement Fee: \$200.00 plus any charges imposed by underlying carrier(s)
- Rejected Credit Card/Unpaid Check: \$40.00 (or legal limit)
- Cancellation of Service prior to installation: \$250.00

12. Limitation of Liability. Bandwidth.com SIP LD Termination service only provides outbound long distance service. It does not provide any inbound calling capability or 911 services. Customer agrees to advise (in writing) all end-users of this service that it does not include inbound calling or 911 service. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM, ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO THE USE OF ANY BANDWIDTH.COM SIP LD TERMINATION SERVICE FOR OUTBOUND CALLING OR 911 SERVICES. The service also does not provide any of the following outbound services: Outbound local calling, 976, 900, 888, 877, 866, 800, 700, 1010xxx, 411 or any operator services. All special configurations are subject to Bandwidth.com's approval and Bandwidth.com reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. Any traffic deemed to jeopardize the integrity of Bandwidth.com's network may be immediately blocked by Bandwidth.com. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR RESELLERS TO COMPLY WITH THIS SECTION.

13. RFC 3261 Compliance. This service is based on RFC 3261 – "SIP-Session Initiation Protocol" and requires Customer to conform to this standard. In the event Bandwidth.com determines that Customer is in violation of RFC 3261 and this violation prevents Bandwidth.com from accurately rating or billing Customer's calls, Bandwidth.com reserves the right to bill the customer based on their estimated usage and rates, based on Bandwidth.com's discretion

14. Acceptable Use Policy. All use of Service must comply with Bandwidth.com's Acceptable Use Policy ("AUP"), which is posted at www.bandwidth.com, and is incorporated herein by reference. By accepting Bandwidth.com Service, Customer agrees to comply with this AUP and any subsequent modifications thereto. Bandwidth.com reserves the right to modify this AUP from time to time, effective upon posting the

AUP as modified at the URL shown above. Violation of the AUP shall be considered a material breach of this Agreement pursuant to the Master Service Agreement.