



Bandwidth.com, Inc. Audio Conferencing Terms and Conditions

This Bandwidth.com, Inc. Audio Conferencing Service Agreement (the “Agreement”) is between Bandwidth.com, Inc. (“Provider”) and the Customer, said Customer is identified in the applicable and executed Service Order Form, as defined in Section 1, in which the Audio Conferencing service(s) was purchased. Service and facilities provided are based on the executed Service Order Form, incorporated herein by reference, and the Terms and Conditions contained herein; said Terms and Conditions are subject to change with updated versions of this document available for viewing and download on <http://www.bandwidth.com/content/legal>. By signing the Service Order Form, Customer accepts the Terms and Conditions of this Agreement and agrees to be bound by them.

Customer desires to purchase and Provider desires to supply Audio Conferencing service(s) identified in the Service Order Form and in this Agreement (“Service”) under the following Terms and Conditions.

1.DEFINITIONS. Unless specifically stated otherwise, the following terms are understood according to the definitions set forth for the purpose of this Agreement.

“Audio Conferencing Service(s)” means any reservationless audio conferencing services, as well as any reviews of stored or archived conferences or the ability to archive such conferences. Bandwidth.com’s Audio Conferencing service includes a basic web conferencing tool which is a separate offering from Bandwidth.com’s Web Conferencing service. This basic web conferencing tool allows a moderator to display basic presentations and to execute moderator controls which may also be available by using dial codes on their phone. Any charges related to this web conferencing tool are covered within this document. The maximum number of conference participants will be set at one-hundred-twenty-five (125) participants which includes the audio conference moderator.

“Conferencing Leg” means a single conference activity involving a single user. A single audio conference may include several legs, depending on the number of participants. For example, an audio conference involving four (4) users would include a total of four (4) legs.

“Dial out” means the ability for conference moderator to dial out to a participant and have them joined into a conference.

“Service Order” means a request for the purchase of Audio Conferencing Service and/or Related Services, identified in an executed Service Order Form.

“Related Service(s)” means any data, voice or other telecommunications service(s), excluding Audio Conferencing Service(s), provided by Provider in accordance with an executed Service Order Form.

“Service Order Form” means any document provided by a Bandwidth.com, Inc. employee, where properly executed by authorized employees of both Provider and Customer for the purpose of contracting specific services and/or products to Customer from Provider according to a defined billing and payment schedule.

2.SERVICE TERM. If sold as a bundled item with other Bandwidth.com Services, the term of this Agreement and the shall be equal to and coterminous with that of the Related Service with the longest term, which will be at least one (1) year and up to three (3) years, according to the Service Term selected on the executed Service Order Form. If sold as a stand-alone service, the term of this Agreement will be equal to that outlined on the executed Service Order Form for this Service. In either case, this Service will commence on the Service Activation Date defined in Section 5, and shall automatically extend upon the same Terms and Conditions applicable during the Term for additional consecutive terms (each a “Renewal Term”) of one (1) month until the Agreement is terminated by either party pursuant to Section 10 of this Agreement.

3.SERVICES PROVIDED. Provided that Customer is not in default of its obligations stated herein, Provider shall provide Customer with the Service(s) ordered in the Service Order Form for the length of the Term and any successive Renewal Terms according to the Terms and Conditions of this Agreement. If Customer has purchased or leased equipment from Provider or a Provider-certified third party leasing company, Customer must install said equipment in accordance with the instructions provided by Provider or its third party vendor. In addition, Provider equipment must be used solely for the purpose of Service utilization according to the instructions and recommendations provided by Provider. Any equipment not purchased or leased by Customer through Provider or a Provider



leasing company is the sole responsibility of Customer, including but not limited to its acquisition, installation, operation and maintenance. For the avoidance of doubt, neither Provider nor its agents are responsible for any instructions, configurations or repairs related to equipment purchased by Customer through an outside vendor, unless such services are specifically ordered in an executed Service Order Form.

4.SERVICE ORDER PROCEDURE. Upon submission of a Service Order for Audio Conferencing Service(s), Provider will (a) accept the Service Order as submitted, (b) reject the Service Order or (c) notify Customer of any corrections or alterations that need to be made and provide instructions for such modification. Customer may provide a new or revised Service Order for any rejected by Provider. Accepted Service Orders will proceed to the Installation Department, at which time the Service(s) will be provisioned and all equipment provided by Provider or its third party vendor will be configured and delivered. Customer's obligation for payment of Service(s) and the Term of the Service Order and this Agreement shall begin on the Activation Date, as defined in Section 5.

5.SERVICE ACTIVATION. Once the Service(s) has been provisioned, Provider will notify Customer in writing that the Service(s) is available for activation. Billing for Service(s) will begin upon completion of service activation. ("Billing Start Date"). Customer will then be provided the address of a website which they can use to provision individual Audio Conferencing end-user accounts. Customer may also request Bandwidth.com to provision Audio Conferencing end-user accounts..

6.CHARGES AND PAYMENT.

(a) Provider shall commence billing for Service(s), including any usage or additional charges as defined in Section 8 and any applicable taxes or fees ("Service Charges"), as of the Billing Start Date, with such Service Charges billed in arrears. Customer agrees to make all undisputed payments for Service(s) within thirty (30) calendar days after Customer's receipt of Provider's invoice ("Due Date"). After thirty (30) days of non-payment, all undisputed Service Charges will accrue interest at a rate of one and one-half percent (1.5%) per month or any part thereof, or the highest rate allowed by applicable law, and Customer shall pay all collection costs incurred by Provider (including, without limitation, reasonable attorney's fees). After sixty (60) days of non-payment, Provider will give Customer written notification, by email, that Customer has committed a material breach of the Agreement due to non-payment. Said notification will be provided five (5) business days prior to the suspension or termination of any or all Conferencing Service(s) and Related Service(s) provided by Provider. Customer must pay all outstanding charges within said notice period to avoid suspension or termination of said Conferencing Service(s) and/or Related Service(s). Provider also reserves the right to suspend any or all of Customer's service(s), including Conferencing and any Related Service(s), in the event payment for undisputed Service Charges is not received by the Due Date. At its sole discretion, Provider may require a security deposit to continue the provisioning of Service(s).

(b) All applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges or other similar taxes or license fees (except for taxes for Provider's real estate, payroll or net profits), whether charged to or against Provider or Customer shall be payable by Customer and shall be included as appropriate in each invoice. However, if Customer provides proof of its tax exempt status, Provider shall not charge applicable taxes due to such exemption. Customer shall supply Provider a valid and properly executed tax exemption or resale certificate(s) and/or statement(s) of indemnification for any taxes. Customer agrees to pay all such non-exempt charges, provided such taxes, fees, charges or surcharges are of general applicability to the telecommunications industry and Provider is required to pay such taxes, fees, charges or surcharges to government or quasigovernmental agencies.

(c) Customer acknowledges that they, or Bandwidth.com, may provision end-user Audio Conferencing accounts. Irrespective of who provisions the account, Customer will be responsible for all usage on these accounts with no exceptions. Customer will be responsible for revoking accounts from end-users and contacting Bandwidth.com to turn down accounts. Customer acknowledges it may take up to 5 business days to disconnect an end-user account and Customer will be responsible for any usage on these accounts during that time period.

(d) All outlined rates or fees are subject to change upon thirty (30) days' written notice to Customer. The rate modifications shall take effect thirty (30) days after written notice.

7.Resumption of Service. If Customer requests that Audio Conferencing or Related Service(s) be restored after a suspension or termination, Provider has the sole and absolute discretion to restore such service(s) and may condition restoration upon satisfaction of such conditions as Bandwidth.com determines is necessary for its protection, including requiring Customer to execute a new agreement, pay all past due statements in full, pass Provider's credit approval, and/or make advance payments. New nonrecurring charges also may apply to restored service(s).



8. Additional charges (if applicable). In addition to the standard charges described in Section 6, the following charges, if applicable, will apply:

Archived Audio Conferences: All recorded Audio Conferences will be stored without charge for thirty (30) calendar days. Customer may order such conferences be archived beyond thirty (30) days according to a \$5.00 per day charge.

Audio Conference Recording: The recording of an audio conference will be charged as an additional conference leg at the standard per-minute usage charge defined in the executed Sales Order Form.

Audio Conference Recording Playback: Playback of recorded or archived Audio Conferences via the phone or web is available at the per minute rate defined in the executed Service Order Form.

CD Recording: Conference call recordings can be copied to a CD and shipped to Customer. The charge is \$50 per CD plus shipping charges.

Charges for Services or Features Not Specifically Outlined: If customer elects to utilize a feature of the audio conferencing service which is not specifically outlined in this document or Customer's executed Service Order Form for the service, Customer should first contact Bandwidth.com to determine the applicable rate. Use of any of these additional features will subject to Bandwidth.com's applicable rates.

Downgrade Charge: Dependent on specific upgrade

Inside Wiring: It will be the customer's responsibility to provide any needed internal wiring or extensions (and required conduit, facilities, power, etc) for the CPE and phones required to use the service.

Missed Appointment Fee: \$200.00

Rejected Credit Card/Unpaid Check: \$40.00 (or legal limit)

Upgrade Charge: Dependent on specific upgrade

Usage: According to the rates set forth in the Service Order Form, all Conferencing Services shall be billed according to per minute, per conference participant including the moderator. For example, if Customer holds an audio conference with four participants and one moderator, with all participants logged into the conference for sixty (60) minutes, the total minutes of usage would be three hundred (300) minutes. The per-minute rate is defined in the executed Sales Order Form.

Dial-Out Rates: Dial out rates for usage that terminate within the contiguous U.S. are subject to the per-minute outlined in the executed Sales Order Form.

International Usage Rates: International usage may not be available. In the event it is available, specific rates for International participation in audio conferences are posted at www.bandwidth.com/content/legal and are subject to change, with such changes being posted at the same location.



Billing Increments: Billing increments for the purpose of charging all usage are set forth below:

Terminating or Originating Location	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	60	60
International (may not be available)	60	60

9.MATERIAL BREACH. Provider or Customer may terminate this Agreement and the Service provided hereunder in the event of a material breach that is not cured within thirty (30) days following the delivery of written notice specifying said breach, except in the case of serious material breaches, so judged by Bandwidth.com. Such notice from Customer must be in the form of an email sent to customer@bandwidth.com, with “Notice of Material Breach” in the subject line of the email and Customer’s contact information in the body of the email. Such notice from Bandwidth.com shall be in the form of an email to the Customer. In the event of an uncured material breach by Bandwidth.com, the Agreement and Service shall be terminated without liability to the Customer, excluding charges for services actually and properly received prior to the date of breach notification.

10.TERMINATION. Upon termination of Service or this Agreement not due to a material breach, Provider will disconnect, or will cause to be disconnected, the Service, if notified by the Customer in writing forty (40) days prior to termination of the agreement. Such notification should be sent in the form of an email to customer@bandwidth.com with “Notice of Disconnect” in the subject line and Customer’s contact information in the body of the email.

11.LIMITATION OF LIABILITY. EXCEPT AS PROVIDED IN SECTION 12, IN NO EVENT WILL BANDWIDTH.COM OR CUSTOMER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF OR IN RELATION TO THE CONFERENCING SERVICE(S), CPE, AND/OR ANY PRODUCTS OR SERVICE PROVIDED BY THIRD PARTIES UNDER THIS AGREEMENT. BANDWIDTH.COM’S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS LIMITED TO SERVICE CREDITS NOT TO EXCEED THE FEES PAID TO BANDWIDTH.COM, INC. BY CUSTOMER FOR THE SERVICE PROVIDED.

12.INDEMNITY. Customer shall indemnify and hold harmless Provider from and against any loss, cost, claim, liability, damage or expense (including reasonable attorneys’ fees) to or by any third party, relating to or arising from (a) the use of the Service provided to Customer, whether or not Customer has knowledge of or has authorized access for such use, (b) any damage to or destruction of CPE not caused by Provider or its agents and (c) any material breach of this Agreement by Customer.

13.NO WARRANTIES AND CUSTOMER ASSUMPTION OF RISK. HOWEVER, BANDWIDTH.COM, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE BANDWIDTH.COM, INC. SERVICE (INCLUDING BANDWIDTH.COM, INC. CPE) PROVIDED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BANDWIDTH.COM, INC. DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. BANDWIDTH.COM, INC. EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE SERVICE. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS OR ITS CUSTOMERS’ USE OF ANY INFORMATION TRANSMITTED VIA THE SERVICE.

14.MISCELLANEOUS. Customer acknowledges and understands that Customer is to receive the Service(s) detailed in this Agreement and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement. Furthermore, Customer acknowledges that all end-user access to such Service(s) is provided, managed and terminated by Customer; Customer is solely responsible for any charges accumulated through use of Service(s) by end-users. Handwritten alterations or additions to this agreement made by Customer will not be considered part of this Agreement. This Agreement may only be modified, or any rights under it waived, by a separate written document executed by both parties. This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of North Carolina without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the



courts for Wake County, North Carolina, and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. Customer may not assign this Agreement without Provider's prior written consent, and furthermore may not resell or redistribute Conferencing Service(s) in any capacity. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. Agreement headings are provided for reference purposes only.

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