



MASTER SERVICE AGREEMENT

This Master Services Agreement is made effective as of Oct 9, 2015 (the “**Effective Date**”), by and between Bandwidth.com, Inc., a Delaware corporation with its principal office located at 900 Main Campus Drive, Suite 500, Raleigh, NC 27606 (“**Provider**”), and Datatel Services, Inc., a California limited liability company with its principal office located at 591 Redwood Highway, Suite 5275 Mill Valley CA 94941 (on behalf of itself and its affiliates, “**Customer**”). Both Provider and Customer may also be referred to as “**party**” or “**Party**”, or when referred to collectively or together, may also be referred to as either the “**parties**” or “**Parties**”. Capitalized terms not otherwise defined in this Agreement (as defined below) will be as defined in Exhibit A attached to this Agreement.

Customer desires to purchase, and Provider desires to supply, certain communications services identified pursuant to this Agreement from time to time as described in this Agreement (“**Services**”) under the following terms and conditions.

THIS AGREEMENT GOVERNS CUSTOMER PURCHASES OF PRODUCTS AND/OR SERVICE(S) FROM PROVIDER THROUGH PROVIDER’S WEBSITE, API, PORTAL, OR BY CUSTOMER SUBMISSION OF A SERVICE ORDER FORM VIA PHONE, FACSIMILE, EMAIL, MAIL, OR ANY OTHER MEANS.

1. TERM. The term of this Agreement will commence on the Effective Date and will continue for the longer of (i) twenty four (24) months, or (ii) the term of any SOF(s) (as defined below) entered into pursuant to this Agreement (the “**Initial Term**”). The Initial Term will automatically extend thereafter upon the same terms and conditions applicable during the Initial Term for additional consecutive term(s) (each a “**Renewal Term**”) of one (1) month until this Agreement is terminated pursuant to Section 7 below (the Initial Term and all Renewal Terms collectively referred to herein as the “**Term**”). For clarity, if any SOF automatically renews during the Initial Term or any applicable Renewal Term for a period longer than contemplated in the immediately preceding sentence, then, effective as of such automatic renewal of such SOF, this Agreement will automatically extend for a term at least coterminous with such SOF. Provider will not accept any new SOFs from Customer at any time after (i) either Party has notified the other of the termination of this Agreement pursuant to Section 7 below; or (ii) Provider has notified Customer of a Default (as defined below), unless such Default will thereafter be timely cured by Customer or waived in writing by Provider.

2. SERVICE ORDER PROCEDURE; RATES.

(a) During the Term, Customer may submit to Provider service order(s) requesting Service(s) as described in Service Order Forms (and/or the Terms and Conditions incorporated therein by reference) (each individually an “**SOF**” and collectively the “**SOFs**”), Rate Sheets, Terms and Conditions, Exhibits, any other attachments to this Agreement, and Provider’s Acceptable Use Policy (“**AUP**”) posted by Provider from time to time at www.bandwidth.com/resources/legal, all of which are fully incorporated by reference within this Agreement between Customer and Provider (collectively referred to herein as the “**Agreement**”). Provider reserves the right in its sole discretion to reject or request modifications to any SOF(s) and/or Terms and Conditions Customer presents from time to time during the Term prior to acceptance of the applicable SOF by Provider. Provider will notify Customer of acceptance (in writing or electronically) of any applicable SOF. Upon acceptance of an SOF, Provider will use commercially reasonable efforts to meet Customer’s requested service start date(s), and will notify Customer if Provider does not anticipate that Provider can meet any requested service start date(s). Customer’s obligation for payment of Service(s) and the term of each SOF will commence on the applicable service start date (or any other commencement date provided in the applicable SOF) (“**Service Commencement Date**”). Any SOF not accepted by Provider will not be a valid SOF pursuant to this Agreement and Provider will have no liability or other obligations with respect to such SOF; provided, however, if Customer utilizes Service(s) without first submitting an SOF accepted by Provider, Provider’s standard Terms and Conditions applicable to such Service(s) will apply and Customer will remain obligated to pay for such Service(s) pursuant to this Agreement.

(b) All Service(s) will be provided in accordance with applicable SOFs, Terms and Conditions and Rate Sheets and any applicable Tariffs (collectively referred to herein as the “**Rates**”) for the applicable jurisdictions in which Service(s) are provided, in accordance with the applicable provisions of this Agreement. If no applicable Rates are attached (or Customer utilizes Service(s) without first submitting an SOF accepted by Provider), Provider’s standard rates will apply and will constitute the “**Rates**” for the purposes of such Service(s). Miscellaneous charges and/or fees imposed by any third party carrier or any underlying provider from time to time, whether charged to or against Provider, will be payable by Customer, including, without limitation, any cost recovery fee which will represent an accurate and non-inflated recovery of the miscellaneous charges and/or fees to or against Provider associated with the provision of Service(s) by Provider to Customer. Provider will use commercially reasonable efforts to provide to Customer information regarding any such miscellaneous charges and/or fees, including, without limitation, prior notice of any such charges and/or fees if reasonably practicable under the circumstances.

3. PAYMENT.

Bandwidth - Proprietary & Confidential Information

MSA 6.5 – Updated June 12, 2015

Document No.: MSA-O0012897

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO

Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer

(a) Unless the Terms and Conditions of any applicable SOF provide for prepayment to Provider by Customer with respect to any applicable Service(s), Customer will pay for all Service(s) not later than the date fifteen (15) calendar days immediately after the invoice date reflected on Provider's invoice ("**Due Date**"), which invoice Provider will promptly deliver to Customer. If any Customer payment is not received by any applicable Due Date, Provider may impose a late payment charge of the lesser of (i) 1.5% per month, or (ii) the highest legally permissible rate, and apply such charge to the amount past due. It will not be a defense to nonpayment that all or any portion of charges for Service(s) were incurred by unauthorized users. Customer will reimburse Provider for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. Restrictive endorsements or other statements on checks accepted by Provider will not apply.

(b) Except for taxes based on Provider's net income (and/or unless expressly provided otherwise in any applicable SOF or Rate Sheet), all applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, including, without limitation, costs allocable or allocated to Provider in connection with any system mandated by any federal, state or local authority if administered by any such federal, state or local authority or by any third party, whether charged to or against Provider, will be payable by Customer, including, without limitation, any cost recovery fee which will represent an accurate and non-inflated recovery of Provider's, or any underlying provider's, miscellaneous tax, surcharge, and fee payments to federal, state or local governmental authorities associated with the provision of Service(s) by Provider to Customer pursuant to this Agreement. Provider retains the right to invoice Customer for costs incurred by Provider from time to time related to Provider's compliance with court orders and other actions of governmental agencies or entities, including, without limitation, subpoenas duces tecum (and similar subpoenas), related to telephone numbers and other information related to or associated with Customer or Customer's customers and/or End Users if such court orders and other actions of governmental agencies or entities with respect to Customer or Customer's customers and/or End Users materially exceed customary industry standards.


(c) Notwithstanding the foregoing provisions of Section 3(b) above, if Customer intends to resell Service(s) and provides Provider written documentation of Customer's tax-exempt status in a form reasonably acceptable to Provider, Provider will not charge Customer any taxes exempted due to Customer's request and supporting documentation. Such documentation of Customer's tax-exempt status will include a valid and properly executed tax exemption certificate(s) and/or statement(s) of indemnification for any taxes from which Customer seeks exemption. Customer will pay any and all remaining non-exempt charges. For clarity, the establishment of exemption from any taxes is the sole responsibility of Customer and Provider is not obligated to consider any retroactive request for tax exemption.

(d) Provider may require that Customer provide Provider with credit information as requested by Provider. Provider may require Customer to make a security deposit as a condition of Provider's acceptance of any SOF. Provider may, in any combination and at any time: (i) require a security deposit, in an amount determined by Provider, to continue Service(s) if Provider determines that (x) Customer's level of credit, as approved by Provider from time to time, is insufficient, (y) the level of expected and/or actual Customer Usage warrants a security deposit, or (z) Customer has failed to timely pay in full for the Service(s); (ii) demand immediate payment by wire in accordance with Provider's instructions (or other prompt means approved by Provider) and/or discontinue Service(s) if Customer's level of credit, as approved by Provider from time to time, is insufficient; (iii) if Customer fails to make payment pursuant to Section 3(a) or clause (ii) above at any time, Provider may, in addition to any other rights or remedies Provider may have pursuant to this Agreement, immediately suspend or terminate Service(s), any applicable SOF(s) (or any portion thereof) and/or this Agreement without prior notice; and/or (iv) if Customer has a pre-payment arrangement and Customer's pre-paid balance is depleted or such balance is insufficient to cover Customer's expected and/or actual usage during the time required for Customer to replenish its pre-paid balance, Provider may immediately suspend or terminate Service(s) and/or this Agreement without prior notice.

(e) Provider retains the right to invoice, including any amended or corrected invoices, for Service(s) for a period of up to six (6) months after the date Provider provided the Service(s) to Customer; provided, however, Provider retains the right to invoice, including any amended or corrected invoices, (i) for a period of up to twelve (12) monthswith respect to any charges or surcharges pursuant to any applicable SOF with respect to any calls and/or Usage sent to Provider by Customer for termination that are not IP Originated; and (ii) for a period of up to nine (9) months months with respect to any charges pursuant to any applicable SOF with respect to Average Call Duration, any Short Duration Call or Abandoned Calls, any payphone calls, and/or any surcharge. Provider will retain such rights for such period notwithstanding any prior invoices to Customer for the same period(s) and regardless of any otherwise conflicting terms or conditions of this Agreement. For the duration of this period, Provider will not be deemed to have waived any rights with regard to invoicing for the provided Service(s) that are subject to this period, nor will any legal or equitable doctrines apply, including estoppel or laches.

4. BILLING DISPUTES. If Customer disputes any invoiced charges, Customer may withhold any amounts disputed in good faith, will pay in full all undisputed charges invoiced by the applicable Due Date, and will submit written notification on or before the applicable Due Date through Provider's customer portal found at <https://support.bandwidth.com/home> (or such other means Provider may provide to Customer from time to time by written notice). Such notification will include Customer's complete contact information, the specific dollar amount in dispute, detailed supporting reasons for the dispute, and any supporting documentation, if available. The Parties will work together in good faith to investigate any disputed charges and use commercially reasonable efforts to resolve any payment dispute within thirty (30) calendar days after receipt of such notification

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



from Customer. Any dispute resolved in favor of Customer will be credited to Customer's next invoice(s); any disputed amounts resolved in favor of Provider will be due and payable by Customer immediately.

5. DEFAULT; REMEDIES. Upon the occurrence of a Default, the non-defaulting Party may, in addition to delivering an Escalation Notice pursuant to Section 17(a) below: (i) if the defaulting Party is Customer, suspend Provider's performance of any or all Service(s) without liability or further obligation immediately; (ii) terminate any or all SOF(s) (or any portion thereof) without liability or further obligation immediately upon written notification of termination to Customer; and/or (iii) terminate this Agreement without liability or further obligation immediately upon written notification of termination to the other Party. All remedies expressed in this Agreement are without exclusion as to any rights or remedies that the parties may have under this Agreement or which may be recognized under controlling law.

6. ACCEPTABLE USE POLICY. All use of Service(s) must comply with Provider's Acceptable Use Policy ("AUP") posted by Provider from time to time at www.bandwidth.com/resources/legal. The AUP is incorporated herein by reference and subject to change. Provider reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong, including, without limitation, due to or arising as a result of any violation of the AUP.

7. TERMINATION.

(a) Unless expressly provided otherwise in any applicable SOF, Customer may terminate this Agreement or any applicable SOF(s) as of the end of the Term (or the term of any applicable SOF(s)) by written notice to Provider through Provider's customer portal found at <https://support.bandwidth.com/home> (or such other means Provider may provide to Customer from time to time by written notice) not less than ninety (90) calendar days prior to the end of the Term and/or ninety (90) calendar days prior to the expiration of any applicable SOF(s), as the case may be. Provider will disconnect, or will cause to be disconnected, such Service(s), pursuant to such written notice. Customer will notify Provider of any and all requests for termination or disconnection of Services, including, without limitation, the porting out of billable telephone numbers (also referred to as DID(s)), whether port outs are known or unknown by Customer; Customer remains solely responsible for all billable charges related to ported out DID(s).

(b) Provider may terminate this Agreement or any applicable SOF(s) (or any portion thereof) as of the end of the Term (or the term of any applicable SOF(s)) by written notice to Customer (via email or other written notice) not less than thirty (30) calendar days prior to the end of the Term and/or thirty (30) calendar days prior to the expiration of any applicable SOF(s), as the case may be.


(c) In addition to any other rights that Provider has or may have pursuant to this Agreement, including, without limitation, Section 5 above, if Provider determines, in its discretion, that Customer's use of any Service(s) (or the specific method or technology utilized by Customer and/or Customer's customers and/or End Users) materially and adversely interferes with or otherwise places in jeopardy Provider's network, other customers, partners and/or the overall business(es) of Provider or any of Provider's other customers or partners, Provider may suspend or terminate this Agreement, any applicable SOF(s) and/or any or all Service(s) immediately upon as much prior notification to Customer as is practicable under the circumstances, if any.

(d) Upon termination of this Agreement and/or any applicable SOF(s), then Provider may collect from Customer: (i) all amounts due and payable pursuant to this Agreement, including, without limitation, any document incorporated by reference into this Agreement, for Service(s) provided prior to such termination, including, without limitation, any past due balance at the time of such termination; (ii) the applicable monthly minimum commitment(s), if any, for any Service(s) for the remainder of the Term applicable pursuant to any applicable SOF(s), Terms and Conditions or any other document or agreement between Customer and Provider, multiplied by the number of months remaining in the Initial SOF Term (*pro rated* for any partial months remaining in the Initial SOF Term); and (iii) any early termination charges, if any, specified in any applicable SOF(s), Terms and Conditions, or any other document or agreement between Customer and Provider ("**Early Termination Charges**"). Customer acknowledges and agrees that the damages arising due to the early termination of this Agreement would be difficult to determine and, therefore, for the sake of efficiency, economy and convenience, any Early Termination Charges constitute liquidated damages and are not intended as a penalty or to be punitive in nature.

(e) If this Agreement is terminated for any reason other than Default attributable to the acts or omissions of Customer, Provider will continue to provide the Service(s) for a ninety (90) day period immediately after such termination (the "**Wind Down Period**") to enable Customer to locate and transition to an alternative provider. During the Wind Down Period, the charges set forth and payment terms prescribed in this Agreement, any applicable SOF, Terms and Conditions, or any other applicable document or agreement will remain applicable, including, without limitation, any then-applicable monthly minimum commitment. A Wind Down Period will not apply upon the expiration of the Initial Term or any Renewal Term if Customer gives notice of nonrenewal to Provider pursuant to Section 1 and Section 7(a) above; for clarity, a Wind Down Period will apply upon the expiration of the Initial Term or any Renewal Term if Provider gives notice of nonrenewal to Customer pursuant to Section 1 and Section 7(b) above. If a Default attributable to the acts or omissions of Customer occurs during the Wind Down Period, then Provider may immediately terminate the Wind Down Period.

8. MAINTENANCE; SERVICE MODIFICATIONS.

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



(a) Provider may from time to time interrupt or otherwise impact Service(s) for routine maintenance. Provider will make commercially reasonable efforts to provide to Customer reasonable advance notification (via phone, email or other means) of such maintenance. Provider will use commercially reasonable efforts to perform such maintenance in a manner that will not unreasonably interrupt Service(s). Provider normally will perform maintenance between the hours of 12:00 AM and 6:00 AM Eastern. If Provider determines that emergency maintenance is necessary for any reason, Provider will make commercially reasonable efforts to notify Customer with respect to the anticipated down-time and/or other information pertinent to the affected Service(s). Customer will provide Provider contact(s) for communications contemplated by this Section 8(a). Customer authorizes Provider to monitor and record calls to or from Provider concerning the Services for Provider's training and quality control purposes.

(b) Unless the terms of an SOF(s) or applicable Terms and Conditions expressly provide otherwise, Provider may amend or modify Service(s), any applicable SOF(s), any Rate Sheets, any Terms and Conditions and/or any Addendum(a) attached or applicable to any Service(s) or any SOF(s) thirty (30) calendar days after written notice to Customer. However, except as otherwise expressly provided in this Section 8(b), if the amendment or modification (i) materially adversely affects any applicable Service(s), or (ii) increases the cost of such Service(s) more than ten percent (10%) of the total sums to be paid by the Customer for the Service(s) specified in the applicable SOF (other than increases to Rates pursuant to any Terms and Conditions applicable to any applicable SOF(s) or as otherwise provided below), Customer may terminate the applicable SOF(s) without obligation for any otherwise applicable Early Termination Charge by written notice delivered to Provider not later than the date thirty (30) days immediately after Customer's receipt of Provider's written notice of such amendment or modification. If Customer terminates any applicable SOF(s) pursuant to the immediately preceding sentence, Customer will pay Provider promptly all amounts due and payable pursuant to this Agreement for Service(s) provided prior to such termination. If Customer does not notify Provider of the termination of the applicable SOF(s) prior to the date thirty (30) days immediately after Customer's receipt of Provider's written notice of such amendment or modification, Customer will be deemed to have received and accepted such amendment or modification. Notwithstanding the foregoing provisions of this Section 8(b), Customer will have no right to terminate if the applicable amendment or modification (i) is imposed or required by any governmental, industry, regulatory or other similar authority; (ii) increases the costs of any Service(s) attributable to fees, taxes or any other charges imposed or required by any governmental, industry, regulatory or other similar authority, or (iii) is expressly provided for under the terms of an SOF(s) or applicable Terms and Conditions.

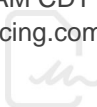
9. LIMITATION OF LIABILITY; NO WARRANTIES; INDEMNIFICATION.

(a) Unless caused by Provider's willful misconduct or gross negligence, Provider will not be liable for (i) delays in the installation, commencement or restoration of any Service(s); (ii) any temporary or permanent cessation of any Service(s); (iii) errors, malfunctions, delays or defects in the transmission of any Service(s); and (iv) to the fullest extent permitted by applicable law, for injury to or death of any person and/or damage to or loss of any property arising out of or attributable to any Service(s) and/or performance pursuant to this Agreement. Provider will not be liable for loss or damage occasioned by any Force Majeure Event.

(b) Except due to (i) damages caused by Provider's willful misconduct or gross negligence; (ii) Provider's breach of its obligations pursuant to Section 18 below; and/or (iii) with respect to any indemnification obligation of Provider, the aggregate liability of Provider hereunder, for any and all causes of action and/or claims, liabilities (including reasonable attorneys' fees), expenses, damages, costs or losses arising out of or relating to this Agreement, whether based in contract, warranty, negligence or otherwise, including, without limitation, intellectual property infringement (if any indemnity is expressly provided pursuant to Section 9(f) below)), will in no event exceed (i) except as provided in clause (ii) or clause (iii) below, in the aggregate an amount equal to six (6) times the aggregate amount invoiced by Provider for Service(s) rendered during the calendar month prior to the calendar month in which the event giving rise to liability occurred, (ii) if the event giving rise to liability relates to 911 / E911 Services, in the aggregate an amount equal to the amount invoiced by Provider for such Service(s) rendered during the calendar month prior to the calendar month in which the event giving rise to liability occurred, or (iii) if applicable, the replacement value of any Customer Equipment (as defined below) lost or damaged as a result of Provider's willful misconduct.

(c) EXCEPT DUE TO (I) DAMAGES CAUSED BY A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, (I) A PARTY'S BREACH OF ITS OBLIGATIONS PURSUANT TO SECTION 18 BELOW AND/OR (III) WITH RESPECT TO ANY INDEMNIFICATION, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS OR HARM TO BUSINESS AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM TO THE EXTENT EXCLUDED BY THE FOREGOING EXCLUSION OF NON-DIRECT DAMAGES. WITH RESPECT TO ANY INDEMNIFICATION, THE INDEMNIFYING PARTY ONLY WILL BE LIABLE TO THE OTHER PARTY FOR THE LOSSES INCURRED BY THE INDEMNIFIED PARTY AND SUBJECT TO INDEMNIFICATION. THE PARTIES WAIVE

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



ANY CLAIM THAT THE EXCLUSIONS OR LIMITATIONS OF THIS SECTION 9 DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

(d) PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE SERVICE(S) (INCLUDING CUSTOMER EQUIPMENT) PROVIDED PURSUANT TO THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE(S) WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICE(S) WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. PROVIDER EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE SERVICE(S). CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S OR ITS CUSTOMER'S AND/OR END USER'S USE OF THE SERVICES, INCLUDING ANY INFORMATION TRANSMITTED, PROVIDED BY PROVIDER. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE ACTIONS OF THIRD-PARTY TELECOMMUNICATIONS SERVICE PROVIDERS.

(e) EXCEPT AS OTHERWISE SET FORTH OR PROVIDED UNDER THIS AGREEMENT, THE SERVICE(S) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

(f) Each Party will defend, indemnify and hold the other Party, its subsidiaries and affiliates and their respective directors, officers, employees, agents, successors and assigns harmless from and against any and all actual or alleged costs, damages, expenses, losses, and/or liabilities of any kind, including, without limitation, reasonable attorneys' fees, arising from any action, claim, suit or proceeding commenced by any third party for damages to any tangible property or bodily injury to or death of any person arising out of or caused by the indemnifying Party's gross negligence or willful misconduct, except for those costs, damages, expenses, losses, and/or liabilities of any kind contributorily caused by any act or omission of the indemnified Party or its directors, officers, employees, agents or unless otherwise specified in any applicable SOF or Terms and Conditions. The indemnified Party will promptly notify the indemnifying Party in writing of any such action, claim, suit or proceeding. The indemnifying Party will control the response to any such action, claim, suit or proceeding and the defense thereof, including, without limitation, any agreement relating to the settlement thereof. In addition to the foregoing general indemnity, Customer will at all times defend, indemnify and hold Provider, its subsidiaries and affiliates and their respective directors, officers, employees, agents, successors and assigns harmless from all claims arising out of or due to the utilization by any other person or entity to which Customer provides any services in connection with or utilizing any Service provided to Customer pursuant to this Agreement (including, without limitation, any of Customer's customers and/or End Users), including, without limitation, due to (i) the failure of Customer or any of Customer's customers and/or End Users to comply with any applicable laws; (ii) claims for libel, slander, and/or invasion of privacy; (iii) claims for infringement of copyright and/or trademark; (iv) claims for infringement of patents arising from combining or using services or equipment furnished by Provider with services and/or equipment furnished by any other person or entity; and (v) claims arising from any failure, breakdown, interruption or deterioration of service provided by Provider to Customer or by Customer to Customer's customers and/or End Users. Customer will indemnify and hold harmless Provider from and against any actual or alleged losses, costs, claims, liability of any kind, damages, or expenses or fees (including, without limitation, reasonable attorneys' fees) on the part of or which may be incurred by Customer, Provider or any third-party relating to or arising from the use or operation of the Customer Equipment (as defined below). Customer's indemnification in this subsection includes any alleged or actual losses or claims in connection with or arising due to the unauthorized access to or use of the Service(s) by any third-party through or in connection with the Customer Equipment, whether or not such unauthorized access is accidental, intentional, unintentional, or by fraud and whether or not Customer had or should have had knowledge of such unauthorized access. In all such cases of unauthorized access, Customer retains full and sole responsibility for any and all charges for the Service(s) provided by Provider incurred due to such unauthorized access.

10. EQUIPMENT AND ELECTRONIC TOOLS.


(a) Customer has the sole and exclusive responsibility for the installation, configuration, security (including, without limitation, firewall security policies, even if Customer uses a third party to configure and implement such measures), and integrity of all Customer facilities, systems, equipment, proxy servers, software, networks, network configurations and the like (the "**Customer Equipment**") used in conjunction with or related to the Service(s) provided by Provider, including, without limitation, Customer's connectivity to Customer's customers and/or End Users.

(b) If Provider grants Customer access, either by online access, by API or access by any other means, to a service ordering/management system and/or any other electronic tools or computer software in connection with the Service(s) or the use of any Service(s) (collectively, the "**Electronic Tools**"), the following apply:

(i) Subject to Customer's compliance with this Agreement, Provider grants Customer a non-exclusive, non-transferable license to use such Electronic Tools solely in connection with Customer's internal use of the Service(s) during the Term. The Electronic Tools may be incorporated into, and may incorporate itself, software and other technology owned or controlled by third parties. Any such third party software or technology incorporated in such Electronic Tools falls under the scope of this Agreement. Any and all other third party software will be subject to

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



Customer's acceptance of a license agreement with such third party. Customer will use the Electronic Tools solely for lawful purposes in connection with Customer's internal use of the Service(s) during the Term. Customer will not, directly or indirectly: (A) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Electronic Tools; (B) modify, translate or create derivative works based on the Electronic Tools; (C) rent, lease, distribute, sell, resell, assign, display, host, outsource, disclose or otherwise commercially exploit or otherwise transfer rights to the Electronic Tools or make the Electronic Tools available to any third party; (D) use the Electronic Tools for timesharing or service bureau purposes or otherwise for the benefit of a third party; (E) remove any proprietary notices or labels on any Electronic Tools; or (F) copy, reproduce, post or transmit any Electronic Tools in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording or other means.

(ii) Each Electronic Tool is the intellectual property of Provider. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on or in connection with any Electronic Tool. Any third party intellectual property included in any Electronic Tool is the property of the respective owner of such intellectual property and may be protected by applicable law. Nothing in this Agreement gives Customer any right or license to any trademarks and/or trade names (whether registered or unregistered), signs, logos, icons, slogans, banners, screen shots, trade dress, links or other brand features of Provider, without the prior written consent of Provider, which consent may be withheld in Provider's sole discretion for any reason. If Customer from time to time provides suggestions, comments and/or other feedback to Provider with respect to the Service(s) and/or any Electronic Tool, Provider may, in connection with any of its products or services, freely use, copy, disclose, license, distribute and/or exploit any such suggestions, comments and/or other feedback in any manner and without any obligation or restriction based on intellectual property rights or otherwise. Provider will retain sole ownership of any such suggestions, comments and/or other feedback and Customer will not provide any such suggestions, comments and/or other feedback subject to any terms that would impose any obligation on Provider or any of its customers or partners. Customer agrees to (and to cause its employees, agents and contractors to) sign, execute and acknowledge documents and perform such acts as may be reasonably necessary to perfect the foregoing assignment and to obtain, enforce and defend Provider's intellectual property rights in connection with any Electronic Tool.

(iii) Customer is fully and exclusively responsible for all information accuracy, charges, costs, transactions, and activities conducted through or with such Electronic Tools. Customer is fully and exclusively responsible to safeguard, monitor, manage, and maintain access to the Electronic Tools, and to only allow authorized use of the Electronic Tools to persons that Customer designates.


11. SERVICE OUTAGES. When Customer believes that a loss or material degradation of any Service(s) has occurred ("**Service Outage**"), Customer will first conduct customary problem isolation, resolution and troubleshooting activities. If Customer believes that the Service Outage is attributable to or related to Provider or Provider's network, Customer will notify Provider's Customer Care department through Provider's customer portal found at <https://support.bandwidth.com/home> (or such other means Provider may provide to Customer from time to time by written notice), by calling (855) 864-7776 (or any other phone number specified in any applicable SOF or Terms and Conditions or otherwise provided by Provider from time to time), or by any Electronic Tools provided by Provider from time to time, to report the Service Outage(s) and initiate an investigation of the cause and remedy of such Service Outage ("**Trouble Ticket**"). Once a Trouble Ticket(s) has been opened, Provider's appropriate personnel will initiate diagnostic testing and isolation activities to determine the source and severity of the Service Outage(s) and suggest a remedy to, or enact a remedy on behalf of, Customer; Provider and Customer will cooperate to restore Service(s) as soon as reasonably practicable.

12. FORCE MAJEURE. If either Party's performance under this Agreement is delayed, prevented, obstructed or inhibited because of any act of God, governmental action or any other cause beyond either party's reasonable control ("**Force Majeure Event**"), such Party will not be in default of this Agreement or any applicable SOF; provided, however, such Party will exercise commercially reasonable efforts to prepare for, perform in spite of, and resume performance after the Force Majeure Event. For avoidance of doubt, Customer will ensure proper protection and conformity to industry standards to protect the integrity of Customer's network; Customer's failure to do so for any reason will not be considered a Force Majeure Event and any incurred charges for Service(s) will be deemed valid and due in accordance with the terms of this Agreement. If a Force Majeure Event materially impacts performance for ten (10) business days or more ("**Extended Delay**"), either Party may terminate the affected Service(s) without penalty or further obligation upon written notification to the other Party. During a Force Majeure Event, all payment obligations will abate with respect to the impacted Service(s).

13. GOVERNING LAW; VENUE.

(a) This Agreement will 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 or the United Nations Convention on the International Sale of Goods. This Agreement also is subject to all applicable federal, state and local laws and to all applicable regulations, rules, orders and other relevant actions of governmental agencies or entities (except that the parties retain their rights with respect thereto as provided pursuant to this Agreement). Each Party will obtain, file and maintain any necessary tariffs, permits,

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



certifications, authorizations, licenses or similar documentation as may be required by any governmental authority having jurisdiction over its business.

(b) If any Party brings a civil action or initiates judicial proceedings of any kind related to this Agreement (except for actions to enter or collect on judgments), the Parties consent to the exclusive personal jurisdiction and venue of the federal and/or state courts located in Wake County, North Carolina.

14. CHANGE IN LAW. If any statute, regulation, decision, rule or order by a court of law or governmental authority, including, without limitation, the FCC or any state regulatory agency or PUC: (a) prohibits performance pursuant to this Agreement or any applicable SOF(s) or Terms and Conditions, (b) makes such performance illegal, impossible or impractical, or (c) materially adversely impacts either Party's performance of its obligations under this Agreement, including, without limitation, the costs incurred by a Party to perform its obligations under this Agreement or any applicable SOF(s) or Terms and Conditions, the Parties will use their commercially reasonable efforts, to amend this Agreement or any applicable SOF(s) or Terms and Conditions so that: (i) performance pursuant to this Agreement or any applicable SOF(s) or Terms and Conditions is no longer prohibited, illegal, impossible, impractical or is no longer materially adversely impacted, and (ii) the Agreement or any applicable SOF(s) or Terms and Conditions preserves, to the maximum extent possible, the original intent of the Parties. If the Parties are unable to amend this Agreement or any applicable SOF(s) or Terms and Conditions as contemplated above, then the Party whose performance or use of Service(s) is rendered prohibited, illegal, impossible, impractical or materially adversely impacted may, in its sole discretion and upon thirty (30) calendar days (or less if required by law) prior written notification to the other Party, cease performance of any such obligations or Service(s) pursuant to any applicable SOF(s) or Terms and Conditions without further obligation or liability, excluding payment of any charges for Service(s) received by Customer prior to notification of change in law. The Parties will continue to perform all such obligations and Service(s) under this Agreement or any applicable SOF(s) or Terms and Conditions that are not so prohibited, impossible, impractical or materially adversely affected; provided, however, if a material part of the rights and obligations under this Agreement are suspended in accordance with the above and the performance of the remaining obligations would not reasonably maintain the respective original intent of the Parties or would not serve the essential purpose of this Agreement, then either Party will have the right to, at its sole discretion and upon thirty (30) calendar days written notification to the other Party, terminate this Agreement without further obligation or liability, excluding payment for charges for Service(s) received by Customer prior to termination of this Agreement.

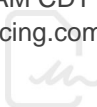
15. TARIFF APPLICATION. Both Parties acknowledge that the Service(s) provided may be subject, in whole or in part, to one or more provisions of state or federal tariffs. In the event of any conflict between any provision of this Agreement or any applicable SOF(s) and any such tariff(s), such tariff(s) will prevail.

16. CONFLICT OF TERMS AND SEVERABILITY. Except as expressly provided in Section 15, any applicable SOF(s), Terms and Conditions and/or any Addendum(a), if this Agreement conflicts with any terms or conditions incorporated by reference into this Agreement, this Agreement will control. If any provision of this Agreement is held invalid, illegal or unenforceable, the unaffected provisions will remain in full force and effect.

17. DISPUTE RESOLUTION PROCESS.

(a) The Parties wish to promptly and fully resolve any dispute arising in connection with this Agreement in good faith, confidentially, and informally with minimal transaction costs. Neither Party may make any public statement regarding any such dispute and/or the existence of any such dispute except as otherwise expressly provided in this Section 17. If either Party determines that any dispute cannot be resolved informally, then such Party will initiate an escalation process by giving written notice ("**Escalation Notice**") to the other Party. Each Party then will name one (1) representative, which representative will be an executive knowledgeable of the subject matter in dispute and with authority to discuss the dispute (hereinafter the "**Officers**"). The Officers will meet in person or by conference call, together with any persons assisting them as determined by such Officers respectively, not later than fifteen (15) calendar days after delivery of the Escalation Notice. All negotiations conducted by the Officers will be confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any other applicable rules of evidence. The Officers will conduct such additional meetings as they deem necessary to exchange relevant information, will appoint their respective staff to attempt to resolve any disputed facts, and will attempt to resolve the dispute. Should the Officers be unable to resolve the dispute within fifteen (15) days, or such additional time as the Parties may otherwise agree in writing, either Party may demand mediation by written notice to the other Party, whereupon the parties will, in good faith, mediate the dispute no later than thirty (30) days after such demand through the services of a mutually selected mediator, the cost of whom will be borne equally by the Parties, at a date and location selected by the mediator after consultation with the Parties. If the dispute is not resolved after applying the escalation procedures set forth above (or if either Party fails to timely appoint Officers, comply with a demand for mediation or otherwise fail to meet its obligations pursuant to this Section 17(a)), the Parties agree to waive any right to trial by jury in any judicial proceeding arising under or related to the subject matter of this Agreement, and will submit all controversies, claims, disputes and matters of difference to arbitration according to the commercial rules and practices of the AAA. Arbitration hereunder will occur within sixty (60) days of the date of submission before a single neutral arbitrator having significant experience in the subject matter of this Agreement and who will be selected in accordance with applicable AAA rules. Arbitration proceedings will take place in Wake County, North Carolina. Discovery will be permitted, including the use of interrogatories, requests for admission and production of documents and depositions. If the disputed amount is less than \$500,000, all applicable expedited procedures of the AAA will apply. The

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



arbitrator's fees and costs of the arbitration will be borne by the Party against whom the award is rendered; provided, however, if the arbitrator grants partial relief to both Parties, the arbitrator will equitably allocate the arbitrator's fees and other costs. Each Party will pay its attorney's fees related to any dispute related to this Agreement. The arbitration award will be final and binding on both Parties, will not be subject to any appeal and will be enforceable in any court of competent jurisdiction.

(b) Notwithstanding any term or condition of this Agreement to the contrary, including, without limitation, Section 17(a) above:

(i) Upon the occurrence of a Default, either Party may, in addition to delivering an Escalation Notice pursuant to Section 17(a) above, pursue any and all actions and/or remedies pursuant to Section 5 above.

(ii) Provider may, but will not be obligated, to utilize the dispute resolution proceedings contemplated by Section 17(a) above in connection with any collection of amounts not paid or properly disputed prior to any applicable Due Date. For clarity, Provider may utilize civil actions and/or judicial proceedings in connection with any collection of amounts not paid or properly disputed prior to any applicable Due Date.

(iii) ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. CUSTOMER WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING.

18. CONFIDENTIALITY; PUBLICITY.


(a) This Agreement and its terms, together with any attachments, including, without limitation, any Exhibits, SOFs, Rate Sheets, and Terms and Conditions, but excluding only such information that may be available to the public on Provider's website from time to time, is designated as proprietary and confidential information of Provider. The Parties agree that such information will not be disclosed by Customer, either directly or indirectly, by any means, to any third person(s) without the express written permission of Provider. In the event disclosure is mandated by court order, subpoena, a governmental authority, or under law, Customer will give prompt written notice to Provider prior to any such disclosure and cooperate fully to obtain any protective order or other form of confidentiality protection sought by Provider prior to any such disclosure, except when Customer is lawfully compelled to maintain confidentiality pursuant to such court order, subpoena, governmental authority or law. Provider will abide by applicable CPNI regulations. Customer agrees and understands that Provider may, upon receipt of inquiries from law enforcement agencies and other governmental authorities, inform such agencies and authorities of Customer's identity and contact information to facilitate the service of subpoenas or other inquiries directly to Customer. Customer agrees and understands that it may be necessary for Provider in the course of providing the Service(s) to access, use or disclose Customer or Customer's customers and/or End Users' information, including, without limitation, pursuant to subpoenas duces tecum (and similar subpoenas) or court orders and other actions of governmental agencies or entities. To the extent agreed to by the Parties in writing from time to time, Customer or Provider may further designate as proprietary or confidential such information as set forth in a Confidentiality Agreement, if any. During the performance of this Agreement, it may be necessary for Provider to transfer, process and store billing and utilization data and other data necessary for Provider's operation of its network and for the performance of its obligations under this Agreement. The transfer, processing and storing of such data may be to or from the United States. Customer hereby consents that Provider may (i) transfer, store and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by law.

(b) Notwithstanding any term or condition of this Agreement to the contrary, including, without limitation, Section 18(a) above, Customer grants Provider the right to use Customer's name, mark and logo on Provider's website(s) and in Provider's marketing materials and to publicly identify Customer as Provider's customer from time to time.

19. REPRESENTATIONS AND WARRANTIES OF THE PARTIES; INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS. Provider represents and warrants to Customer that Provider has the right to provide the Service(s) specified herein, is duly organized and validly exists in good standing under the laws of its state of incorporation, with the ability to enter into and perform its obligations under this Agreement in accordance with its terms and conditions, including any documents incorporated by reference into this Agreement. Customer represents and warrants to Provider that Customer is duly organized and validly exists in good standing under the laws of its state of incorporation, with the ability to enter into and perform its obligations under this Agreement in accordance with its terms and conditions, including any documents incorporated by reference into this Agreement. Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee or servant of the other Party and that no joint venture or partnership is or has been expressed or implied. Customer will comply with all laws and regulations applicable to Customer and/or Customer's utilization of any Services; Customer will be directly responsible for compliance with applicable laws and regulations as such laws and regulations relate to Customer, Customer's utilization of any Services, Customer's customers and/or End Users' utilization of any Services, and/or the utilization by any other person or entity to which Customer provides any services in connection with or utilizing any Service provided to Customer pursuant to this Agreement.

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



20. ASSIGNMENT. A Party may not assign this Agreement or any obligations or rights therein, in whole or part, without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, a Party may assign this Agreement, without consent, to an affiliate, or an entity which acquires all or substantially all of the stock or assets of the assigning Party, or to a successor in a merger, acquisition or restructuring of the assigning Party; provided, however, (i) the assigning Party will give notice of any such assignment to the other Party not later than ten (10) business days immediately after such assignment; and (ii) in the event of any such assignment by Customer, (A) Provider may require the assignee to (i) be additionally and separately bound in writing to all the terms and conditions of this Agreement, including any additional provisions incorporated into this Agreement by reference, (ii) immediately cure all defaults and/or outstanding obligations of Customer pursuant to this Agreement; and (B) Provider reserves the right to review and consider the assignee according to Provider's practices and procedures, including, without limitation, a credit profile evaluation; Provider may, in Provider's discretion, impose additional contractual requirements as a condition to Provider's consent to any such assignment, including, without limitation, modification of payment terms, the imposition of a security deposit or the modification any existing security deposit, and/or the discontinuation of Service(s) without notice if any assignee fails to respond in a timely manner or otherwise cooperate with Provider during Provider's review.

21. 911 / E911 MATTERS. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT PROVIDER'S VOICE SERVICE IS INTERNET BASED AND THEREFORE 911/E911 SERVICES ARE DIFFERENT FROM TRADITIONAL WIRELINE BASED SERVICES AND ARE OR MAY BE ONLY PROVIDED WITH CERTAIN SERVICES IF SPECIFICALLY DEFINED IN ADDENDUM(S), EXHIBIT(S), SCHEDULES, SOFS, TERMS AND CONDITIONS, SERVICE AGREEMENTS, AND ATTACHMENTS TO THIS AGREEMENT, AND INCLUDING OTHER APPLICABLE ADDENDA, AND APPLICABLE ONLINE TERMS & CONDITIONS, ALL OF WHICH ARE FULLY INCORPORATED HEREIN BY REFERENCE. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER PROVIDER, ITS UNDERLYING CARRIER(S), NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS PROVIDER FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OR CUSTOMER OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY INJURY ARISING OUT OF A LACK OF OR MISROUTING OF 911 CALLS, REGARDLESS OF WHETHER THE CALL FAILED OR WAS ROUTED BY A PUBLIC SAFETY ANSWERING POINT OR AN OFFICIAL EMERGENCY OPERATOR, IS NEITHER THE FAULT NOR LIABILITY OF PROVIDER AND CUSTOMER HOLDS PROVIDER AND ITS SUBSIDIARIES AND AFFILIATES, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY DAMAGES OR LIABILITIES. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.


22. SERVICE MOVES. Service(s) may not be moved from a contracted Service address without written notification from Customer to Provider. Should Customer fail to notify Provider of a service move, then Provider, in its sole discretion, may immediately suspend any applicable Service(s) until such time as Provider processes a "move order" initiated by Customer. Failure to notify Provider of an intended service move may result in Service(s) being 911/E911 non-compliant, if otherwise applicable. Customer understands that said failure may cause incorrect routing of emergency services and any consequences of such rest solely with Customer. Additionally, Customer understands that continuation of Service with respect to any existing DIDs may be restricted by the location of the moved service.

23. THIRD PARTY BENEFICIARIES. The Parties do not intend by the execution, delivery, or performance of this Agreement to confer any benefit, incur any obligation or duty under law or otherwise, direct or incidental, upon any third-party, person or entity not a party to this Agreement, including, without limitation, Customer's customers and/or End Users.

24. NON-EXCLUSIVE AGREEMENT. This Agreement is not exclusive. Except as may be expressly provided in any applicable SOF(s) and/or Terms and Conditions from time to time with respect to Customer only, nothing in this Agreement will prevent Customer or Provider from entering into similar arrangements with, or otherwise providing services to, any other person or entity.

25. NOTICES. Any notice(s) by a party as set forth in this Agreement will be sent to each Party at the address provided on the signature page of this Agreement and to any additional address(es) as may be specified on the signature page of this Agreement. Unless otherwise expressly provided otherwise in this Agreement, notice will be deemed to be delivered when sent via one or any combination of the following: (i) email address(es) of record, (ii) facsimile number of record, and/or, (iii) overnight delivery to the physical address of record by nationally recognized overnight delivery service.

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



26. SURVIVAL. Sections 3, 4, 5, 9, 15, 16, 17, 18, 19, 21, 23, 24, 25, 26, 27 and 28 will survive any expiration or termination of this Agreement. Notwithstanding the foregoing, the expiration or termination of this Agreement will not relieve the parties of any liability or obligation that accrued prior to such expiration or termination.


27. MISCELLANEOUS. This Agreement, together with any attachments, including, without limitation, any Exhibits, SOFs, Rate Sheets, and/or Terms and Conditions, incorporated herein by reference, constitute the entire understanding between the Parties with respect to Service(s) provided herein and supersedes any prior agreements or understandings pursuant to Section 28 below. Customer will receive the Service(s) detailed in an executed SOF(s) and Terms and Conditions pursuant to this Agreement only and 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 and any incorporated documents. Handwritten alterations or additions by Customer to this Agreement or any applicable SOF(s) or Terms and Conditions will not be considered binding; such modifications must be provided by Customer in a separate written document and executed by both Parties. This Agreement will be binding on the parties hereto and their respective personal and legal representatives, successors and permitted assigns. Agreement headings are provided for reference purposes only. This Agreement may be executed in counterparts, each and all of which constitute the full executed Agreement, and the Parties agree that a digitized (electronic) or facsimile copy of the executed Agreement will be the same as an original copy. The failure of Provider to give notification of Default and/or to enforce compliance with any of the terms or conditions of this Agreement will not be considered the waiver of such Default and/or any further Default and/or enforcement or other term or condition of this Agreement. No waiver of Provider will be effective unless in writing and signed by an authorized representative of Provider. No amendment to this Agreement will be effective or binding unless it is made in writing and executed by authorized representatives of both Parties.

28. PRIOR AGREEMENTS. The Parties to this Agreement agree that in the event of any Prior Agreements, then any such Prior Agreements are hereby superseded by this Agreement immediately as of the Effective Date of this Agreement. Customer hereby represents and warrants that Customer has the full authority to agree to the supersession of all such agreements, directly or on the behalf of all such entities or persons that have entered into all Prior Agreements. In the event of any such Prior Agreements then such Prior Agreements include but are not limited to those which are set forth in the pertinent Exhibit(s). Customer agrees that any and all amounts due and owing under the Prior Agreements will remain due and payable under the terms of this Agreement. Customer agrees and understands that the effective date of any pricing or rates changes may depend upon individual SOFs or Terms and Conditions and rate change timeframes set forth therein.

(The remainder of this page is intentionally left blank.)

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first written above.

PROVIDER:
BANDWIDTH.COM, INC.

CUSTOMER:
Datatel Services, Inc.

By: Stephen Leonard
Stephen Leonard (Oct 9, 2015)

By: Daniel Crinion
Daniel Crinion (Oct 9, 2015)

Name: Stephen Leonard

Name: Daniel Crinion

Title: Chief Operating Officer

Title: CTO

Date: Oct 9, 2015

Date: Oct 9, 2015

Address:
900 Main Campus Drive, Suite 500
Raleigh, North Carolina 27606
Attention: General Counsel

Address:
591 Redwood Highway, Suite 5275 Mill
Valley, CA 94941

Additional Provider Parties for Notice:

Additional Customer Parties for Notice:

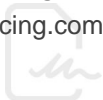
Email: legal@bandwidth.com

Email: dcrinion@unlimitedconferencing.com

Fax: 919-238-9903

Fax: 415 381 1340

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



EXHIBIT A - DEFINITIONS

For the purposes of this Agreement, any SOFs, Rate Sheets, Terms and Conditions and/or other documents incorporated in the Agreement by reference, the following terms will have the following meanings if not otherwise defined in the Agreement:

“**1010xxx**” means a code to manually choose a long distance provider for an outbound call.

“**411**” means a directory services allowing the lookup of residential or business contact information.

“**511**” means the FCC-designated nationwide telephone number for traveler information.

“**711**” means a Telecommunications Relay Services (TRS) which permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY), or other device, to call persons with or without such disabilities.

“**900**” means a premium rate area code that is charged at a higher rate than normal.

“**911 / E911**” means functionality that allows End Users to contact emergency services.

“**976**” means a premium rate exchange that is charged at a higher rate than normal.

“**AAA**” means the American Arbitration Association.

“**Abandoned Call**” means any call attempt that is received by Provider for completion, but which is abandoned and/or canceled by the calling party for any reason prior to completion.

“**Agreement**” means (i) the Master Service Agreement to which this Exhibit A is attached, and (ii) any document incorporated therein by reference pursuant to the Master Service Agreement.

“**ANI**” means automatic number identification.

“**API**” mean an application program interface(s) and is the system(s) provided by Provider that enables Customer to remotely transmit requests to Provider’s interfacing system(s) to perform certain transactions.

“**Average Call Duration**” means the average call duration, as calculated with respect to all Customer’s completed calls in an applicable billing cycle.

“**CALEA**” means Communications Assistance for Law Enforcement Act regulated by the FCC.

“**Call Detail Record (CDR)**” means the electronic record of individual telephone calls, and may include such call components as: from, to, date/time, destination, and duration of call.

“**Call Signaling**” means the process of sending control information during a call. Call signaling may be in band (muting the audio while sending control information) or out of band (on a separate signaling channel (such as SS7) during the call. Provider utilizes Session Initiation Protocol (SIP) Call Signaling, as defined in RFC 3261.

“**Call Traffic**” means the transmission of telephone calls over Provider’s network, and generally is descriptive of patterns of Usage, such as: time of day, call duration, minutes of use. (May also be known as Voice Traffic).

“**Class 5 Features**” means additional phones features beyond standard routing and audio. For example, both call hunting and voicemail are Class 5 Features.

“**CNAM**” means Caller ID with Name.


“**Collect Calling**” means a service in which calling party is able to place a call at the called party’s expense.

“**Concurrent Call**” or “**Concurrent Call Channel**” means the number of active calls at any given moment which may be supported by Customer service as contracted depending upon number of channels ordered (a Concurrent Call Channel is the same as a Session).

“**CPN**” means called party number.

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



“**CPNI**” means Customer Proprietary Network Information and is defined and regulated by the FCC and includes such data as: CDRs, the type of services/network a Customer subscribes to, and any other information that appears on a Customer’s invoice.

“**Dedicated Interconnection**” means a dedicated data connection between Customer and Provider used to pass Voice Traffic.

“**Default**” means (and will occur), with respect to Customer: (i) if Customer fails to make any payment for Service(s) not disputed in good faith pursuant to Section 4 of the Agreement more than two (2) business days immediately after the applicable Due Date, or any other payment contemplated by this Agreement on or before the date two (2) business days immediately after any applicable required date, including, without limitation, pursuant to Section 3(d) of the Agreement; (ii) if Customer (or any customer and/or End User of Customer) violates the AUP; (iii) if Customer fails to perform or observe any term or obligation of this Agreement, including, without limitation, any document incorporated by reference into this Agreement, not otherwise specified in clauses (i) or (ii) above and applicable to the Service(s), which failure remains uncured thirty (30) calendar days after Customer’s receipt of written notification from Provider informing Customer of such failure; (iv) upon the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings, by or against Customer, unless such proceedings have been dismissed or discharged not later than the date thirty (30) calendar days immediately after the commencement of such proceeding; (v) upon the making of an assignment for the benefit of creditors, adjudication of insolvency, or institution of any reorganization arrangement or other readjustment of debt plan, of or by Customer; and/or (vi) upon the appointment of a receiver for all or substantially all of Customer’s assets. “Default” means (and will occur), with respect to Provider: (i) if Provider fails to perform or observe any term or obligation of this Agreement, including, without limitation, any document incorporated by reference into this Agreement and applicable to the Service(s), which failure remains uncured thirty (30) calendar days after Provider’s receipt of written notification from Customer informing Provider of such failure; (ii) upon the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings, by or against Provider, unless such proceedings have been dismissed or discharged not later than the date thirty (30) calendar days immediately after the commencement of such proceeding; (iii) upon the making of an assignment for the benefit of creditors, adjudication of insolvency, or institution of any reorganization arrangement or other readjustment of debt plan, of or by Provider; and/or (iv) upon the appointment of a receiver for all or substantially all of Provider’s assets.

“**DID**” or “**DID/DOD**” means “Direct Inward Dialing” and “Direct Inward Dialing / Direct Outward Dialing” associated with a telephone number assigned by Provider to Customer for use by Customer and/or an End User.

“**Directory Listing**” means the inclusion of Customer’s activated TN in the United States or Canada and associated subscriber name in a relevant public database for directory listing.

“**Disconnect Charge**” means a non-recurring charge charged by Provider and payable by Customer for any request to disconnect a Provider-assigned DID, DID/DOD, TFN or TN, including any port outs from Provider.

“**End User**” means an entity or individual receiving service from Customer.

“**Excessive Non-Completed Intrastate / Interstate Toll Free Call Surcharge**” means a surcharge, in addition to Customer’s current Rates, applicable if more than ten percent (10%) of Customer’s Toll Free calls are not completed for any reason, which Provider reserves the right to charge, and Customer will pay if charged, per excessive non-completed Intrastate or Interstate Toll Free call.

“**Excessive Non-Completed International Toll Free Call Surcharge**” means a surcharge, in addition to Customer’s current Rates, applicable if more than ten percent (10%) of Customer’s Toll Free calls are not completed for any reason, which Provider reserves the right to charge, and Customer will pay if charged, per excessive non-completed International Toll Free call.

“**FCC**” means the Federal Communications Commission.


“**Flat Rate Type**” means a fixed per minute pricing format whereby the rate is delineated by Interstate and Intrastate jurisdiction regardless of NPA-NXX or LATA/OCN.

“**Improper Calls**” means call types that (i) would result in Provider 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 Customer capacity.

“**Inbound Calling**” (or “**Inbound Calls**”) means a call from the PSTN through Provider or another IP endpoint to Customer.

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



“**Information Services**” is defined in the Telecommunications Act of 1996, as amended, and means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

“**Initial SOF Term**” will have the meaning provided in any applicable SOF.

“**International Call Termination**” means outbound calls destined for anywhere outside of the domestic United States.

“**Interoperability**” means the ability to exchange calls between Customer and Provider effectively.

“**Interstate**” means a call which is originated and terminated in different states.

“**Intrastate**” means a call which is originated and terminated in the same state.

“**IP**” means Internet Protocol.

“**IP Originated**” means traffic utilizing TCP/IP as a transmission protocol from the originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP-adaptor, etc.) to a TCP/IP gateway, for termination to an IP destination or the PSTN.

“**LATA**” means Local Access Transport Area. A geographic area within a telephone company's franchised territory which has been established in accordance with the Modification of Final Judgment (MFJ) for the purpose of defining the area within which a telephone company may offer services.

“**LATA/OCN Rate Type**” means a pricing format where rates per minute are set for each unique OCN within a LATA for Interstate and Intrastate calling.

“**LCA**” (or “**Local Calling Area**”) means the local calling area defined geographically by the telecommunications industry standards.

“**LIDB**” means Line Information Database.

“**LNP**” means Local Number Portability as defined by the FCC.

“**Local**” means any call that originates and terminates within the same Local Calling Area.

“**Location Routing Number (LRN)**” means a telephone number (e.g. 10 digit number) that is used to route calls to an end office switch that allows for the processing of portable (assignable) telephone numbers.

“**MRC**” means monthly recurring charge.

“**NADP**” means the North American Dialing (or Numbering) Plan.

“**NPA-NXX**” means the area code and exchange of a telephone number.

“**NPA-NXX-X**” means the area code, exchange and first digit of the station code of a telephone number.

“**NPA-NXX-X Rate Type**” means a pricing format where rates per minute are set for each unique NPA-NXX-X (area code – exchange – 1st digit of station code) for Interstate and Intrastate calling.

“**NRC**” means non-recurring charge.

“**OCN**” means Operating Company Number. A four-character code assigned by the National Exchange Carrier Association (NECA) to any telecommunications provider.

“**On-Net**” means calls that are connected on a single network (such as calls through the Internet).


“**Operator Assisted Calling**” means a telephone call during which an operator places a call for the caller.

“**Operator Intercept**” means a service by which a caller is routed to an operator when a call error or special handling request is received.

“**Operator Services**” means live operator assistance to caller usually when dialing “0”.

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



“**Originating**” means the party initiating a call or request for service.

“**Origination**” or “**Voice Origination**” means a service which includes TNs to provide Inbound Calling.

“**Originating Equipment**” means equipment beginning a call session.

“**Prior Agreements**” means any prior contractual agreements for communications services between Provider and Customer, including, without limitation, any SOF(s) or other service agreements.

“**PSTN**” means the Public Switched Telephone Network.

“**Public Internet**” means a global system of interconnected computer networks that interchange data by packet switching using the standardized protocols.

“**PUC**” means a public utilities commission (or other similar governmental agency).

“**Rate Center**” means a geographic area (determined by the applicable ILEC) within an LCA or market that is associated with one or more specific NPA/NXX codes. A list of available Rate Centers is available upon request.

“**Rate Sheet**” means the rate sheet describing the Rates applicable to Services and attached to an applicable SOF.

“**Rate Type**” means the rate format option delivered to Customer, which will be either “NPA-NXX-X or LATA/OCN.

“**RBOC / Wireless Thresholds Surcharge (Flat Rate Only)**” means a surcharge, in addition to Customer’s current Rates, applicable if Customer has any quoted Flat Rate Types and less than seventy-five percent (75%) of Customer’s calls terminate on either an RBOC or wireless PSTN during any billing cycle, which Provider reserves the right to charge, and Customer will pay if charged, per minute on the number of minutes needed to meet the seventy-five percent (75%) threshold.

“**Responsible Organization**” means the party hereto that is responsible for managing and administering the account records in the Toll Free Service Management System Database.

“**Session**” means mean one (1) Concurrent Call Channel.

“**Short Duration Call**” means any call of a duration of less than or equal to six (6) seconds.

“**Short Message Service**” or “**SMS**” is the text communication service component of mobile communication systems that allows the exchange of short text messages between fixed line or mobile phone devices.

“**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 and SMS messages.

“**SMPP**” means Short Message Peer-to-Peer protocol which is an open message-transfer protocol that enables short message entities to establish, control and terminate signaling for SMPP-based services like SMS.

“**Subscriber**” means an individual End User of Customer's service assigned a DID/DOD.

“**Tariff**” means an open contract between telecommunications carriers and the FCC. Tariffs contain the rates, terms and conditions of certain services provided by telecommunications carriers.

“**TCP/IP**” means Transmission Control Protocol / Internet Protocol.

“**TFN**” means a Toll Free number that assigned by Provider to Customer (or that Customer ports to Provider) for use with the Provider Toll Free Service.


“**TN**” means a telephone number assigned by Provider to Customer (or that Customer ports to Provider) (other than a TFN) and is used by Customer in connection with any applicable Service.

“**Toll Free Calling**” or “**Toll Free**” means a call placed to a Toll Free number.

“**Toll Free Service**” means an IP termination service for PSTN originated calls to terminate to TFNs provided by Provider.

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



“**Usage**” means call traffic (including SMS) measured in units, usually in minutes or seconds (except with respect to SMS).

“**Voice Termination**” (or “**Termination**”) means outbound calling from Customer to Provider’s network for purposes of delivering (terminating) the call on the PSTN or another IP endpoint.


“**VoIP**” means Voice over Internet Protocol.

“**Wholesale**” means frequent volume purchases in large quantities for Customer resale or repurpose.

(The remainder of this page is intentionally left blank.)

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer





bandwidth

900 Main Campus Drive, Suite 500
Raleigh, NC 27606

Monthly Revenue Commitment Schedule

Sales Executive: Shane Martin

Billing Address	
Customer Name:	Datatel Services, Inc.
Attention To:	Danny Crinion
Address:	591 Redwood Highway, Suite 5275
City:	Mill Valley
State:	CA
Zip Code:	94941
Phone:	(800) 517-2696

This Monthly Revenue Commitment Schedule (the “**Schedule**”) supplements the Master Service Agreement (the “**MSA**”) (including any SOFs, Terms and Conditions, Exhibit(s), Schedule(s), and any other attachments to the MSA, all of which are fully incorporated by reference within this Schedule). This Schedule constitutes an SOF for all purposes related to the MSA. Capitalized terms not elsewhere defined in this Schedule will have the meaning ascribed to them in the MSA.

Date of MSA to which this Monthly Revenue Commitment Schedule applies: Oct 9, 2015

Document No. of MSA to which this Amendment applies: MSA-O0012897

The “Monthly Minimum Revenue Commitment” is:
\$1,000.00
The “Ramp Period” commencing as of Provider’s signature below:
Three (3) Months

“**Applicable Charges**” means the total invoiced charges for monthly recurring charges, non-recurring charges, and/or per transaction Usage charges included in any applicable invoice(s) for those Services provided or sold to Customer by Provider pursuant to the MSA, except as otherwise expressly provided in any applicable SOF; provided, however, “Applicable Charges” specifically exclude (i) all applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against Provider, which will be payable by Customer, including, without limitation, any cost recovery fee which shall represent an accurate and non-inflated recovery of Provider’s, or any underlying provider’s, miscellaneous tax, surcharge, and fee payments to federal, state or local governmental authorities associated with the provision of Service(s) by Provider to Customer; and (ii) any late payment or similar fees.

If Customer fails to incur Applicable Charges for Services pursuant to the MSA at least equal to the Monthly Minimum Revenue Commitment during any calendar month during the Schedule Term, Customer will pay to Provider the difference between the actual Applicable Charges for Service(s) incurred and the Monthly Minimum Revenue Commitment immediately following such calendar month and/or applicable invoice cycle.

Ramp Period: The Monthly Minimum Revenue Commitment indicated above shall be subject to a Ramp Period indicated above; the Ramp Period is defined as the period of time until Customer must meet the Monthly Minimum Revenue Commitment indicated above.

Schedule Term and Termination: The term of this Schedule shall be for the duration of the longest term length underlying SOF(s) in effect (“**Schedule Term**”) for Services. If the SOF and/or MSA terminates for any reason during the Schedule Term, Customer will immediately pay to Provider an Early Termination Charge equal to one (1) times the Monthly Minimum Revenue Commitment amount indicated above, multiplied by the number of months remaining in the Schedule Term.

Datatel Services, Inc.:

By: *Daniel Crinion*
Daniel Crinion (Oct 9, 2015)
Printed Name: Daniel Crinion
Title: CTO
Date: Oct 9, 2015

BANDWIDTH.COM, INC.:

By: *Stephen Leonard*
Stephen Leonard (Oct 9, 2015)
Printed Name: Stephen Leonard
Title: Chief Operating Officer
Date: Oct 9, 2015

BANDWIDTH.COM, INC. - Proprietary & Confidential Information

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO

Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



bandwidth

900 Main Campus Drive, Suite 500
Raleigh, NC 27606

SERVICE ORDER FORM

Quote Valid Until: Nov 08, 2015
Sales Rep: Shane Martin

Billing Address	
Customer Name:	Datatel Services, Inc.
Attention To:	Danny Crinion
Address:	591 Redwood Highway, Suite 5275
City, State and Zip Code:	Mill Valley, CA 94941
Phone:	(800) 517-2696
Billing Email:	dcrinion@unlimitedconferencing.com
Service Address Information	
Customer Name: Datatel Services, Inc.	Service Phone Number:
Address: 591 Redwood Highway, Suite 5275	Floor/Room/Suite:
City, State and Zip Code: Mill Valley, CA 94941	Other Site Information:
Customer Contact for Rate Changes	

Service (Initial Where Applicable)		Available Features (Initial Where Applicable)
Origination (Inbound)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> SMS
Toll Free Origination (Inbound)	<input checked="" type="checkbox"/>	
Termination (Outbound)	<input checked="" type="checkbox"/>	
Carrier Voice Termination (Outbound)	<input type="checkbox"/>	
Local Termination (Outbound)	<input type="checkbox"/>	
Emergency Voice (911)	<input checked="" type="checkbox"/>	
SMS (SMPP)	<input checked="" type="checkbox"/>	

Date of Master Service Agreement ("MSA") to which this Service Order Form ("SOF") applies: Oct 9, 2015

SOF Term: This SOF will be effective upon signature by both Parties below and will continue until the date fifteen (15) months from the Service Commencement Date (the "Initial SOF Term"). The Initial SOF Term will automatically extend upon the same terms and conditions applicable during the Initial SOF Term for additional consecutive term(s) of twenty four (24) months (the "Renewal SOF Term") until either the MSA or this SOF is terminated pursuant to the MSA.

Miscellaneous: The Service(s) described in this SOF will be governed by the MSA, the Terms and Conditions applicable to such Service(s) (the "Terms and Conditions"), and the Rate Sheet, each of which is incorporated by reference. Capitalized terms not otherwise defined will be as defined in the MSA and/or the Terms and Conditions. Customer acknowledges receipt of the Terms and Conditions and the Rate Sheet.

Datatel Services, Inc.:

By: *Daniel Crinion*
Daniel Crinion (Oct 9, 2015)

Printed Name: Daniel Crinion

Title: CTO

Date: Oct 9, 2015

BANDWIDTH.COM, INC.:

By: *Stephen Leonard*
Stephen Leonard (Oct 9, 2015)

Printed Name: Stephen Leonard

Title: Chief Operating Officer

Date: Oct 9, 2015

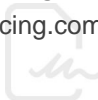
SOF for use with MSA 6.5 - Updated July 10, 2015

Bandwidth - Proprietary & Confidential Information

Document No.: SOF-00012897

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



RATE SHEET



Customer Name: Datatel Services, Inc.
 Date of SOF to which this Rate Sheet Applies: Oct 9, 2015
 Document # to which this Rate Sheet Applies: SOF-00012897

ORIGINATION (INBOUND) RATES – FLAT RATE								
(Per Min.)*		DID Rates**						
		Porting NRC*		NRC*			MRC*	
Tier 0	\$0.0025	Tier 0	\$3.00	Tier 0	\$1.00	Tier 0	\$0.15	
Tier 1	\$0.0045	Tier 1	\$3.00	Tier 1	\$1.00	Tier 1	\$0.25	
Tier 2	\$0.0080	Tier 2	\$3.00	Tier 2	\$1.00	Tier 2	\$0.25	
Tier 3	\$0.0155	Tier 3	\$3.00	Tier 3	\$1.00	Tier 3	\$0.25	
Tier 5	\$0.0180	Tier 5	\$4.00	Tier 5	\$1.00	Tier 5	\$0.25	

Toll Free Origination (Inbound) Rates***				
Service	Usage Rate Per Minute	Toll Free DID Rates		
		Porting NRC	NRC	MRC
Toll Free	\$0.0095	\$3.00	\$1.00	\$0.20

Directory Listing/Assistance		
Service	NRC per DID	MRC per DID
Directory Assistance Only (may not be available to public or distributed to any print or online databases)	\$5.00	\$0.15
Directory Assistance and Directory Listing	\$7.00	\$0.15
Retained Listings (all Rates per DID) (applicable on Project Ports only)	\$0.90	\$0.15

Additional Rates****	
LIDB Insertion Fee per TN (NRC)	\$1.0000
CNAM per DIP	\$0.0032

- * The applicable Tiers refer to applicable Rate Centers as determined from time to time by Provider.
- ** The DID Rates do not apply to DIDs for Alaska, Hawaii or Puerto Rico, which Rates will be as follows, if DIDs are available: Alaska, Hawaii and Puerto Rico, Porting NRC is \$15, NRC is \$2 and MRC is \$1.5.
- *** The Rates will not apply to Toll Free Service for any location outside the continental United States. With respect to any calls from any locations outside the continental United States, Provider's then-prevailing applicable Rates as posted at www.bandwidth.com/resources/legal will apply. All such Rates are subject to change upon five (5) calendar days prior notice. Customer will be deemed to have received and accepted notice of such changed Rates when posted by Provider to www.bandwidth.com/resources/legal.
- **** Applicable only if available.

TERMINATION (OUTBOUND) RATES – RATE DECK	
Rate Type Format: NPA – NXX	
Rates:	Rate File Name(s):
Customer represents and warrants receipt of the Rates in electronic format as provided by Provider to Customer in the file name(s) indicated to the right. If there is no Rate otherwise provided in this Rate Deck for any applicable NPA-NXX (or NPA-NXX-X), then any call to any such NPA-NXX (or NPA-NXX-X) will have an Interstate Rate of \$0.05 per minute, and Intrastate rate of \$0.10 per minute, subject to any other applicable Rates, fees or surcharges, including, without limitation, any applicable surcharge due to Provider pursuant to Section 3 of the Termination Terms and Conditions.	DNIS_NADP_Wholesale_042015.csv
Short Call Duration Surcharge (in addition to applicable Rates)***	\$0.03
Non-IP Originated Surcharge	\$0.10
Abandoned Call Surcharge	\$0.01 per applicable call (in addition to applicable Rates)*

Bandwidth - Proprietary & Confidential Information

Rate Sheet – for use with MSA 6.5 – Updated July 10, 2015 Document No.: RS-00012897

Daniel Crinion
 E-signed 2015-10-09 09:27AM CDT
 dcrinion@unlimitedconferencing.com
 CTO

Stephen Leonard
 E-signed 2015-10-09 11:44AM EDT
 sleonard@bandwidth.com
 Chief Operating Officer

ACD Surcharge	\$0.01 per applicable minute (in addition to applicable Rates)**
---------------	---

* If more than 30% of total call attempts are Abandoned Calls during any applicable calendar month, Provider reserves the right to charge, and Customer will pay, the Abandoned Call Surcharge with respect to those Abandoned Calls in excess of such threshold. The percentage of Abandoned Calls is determined by dividing the total number of Abandoned Calls by the total number of call attempts.

** If the Average Call Duration during any applicable billing cycle is less than ninety (90) seconds, Provider reserves the right to charge, and Customer will pay, an ACD Surcharge equal to (i) (x) the number of minutes Customer would have used if the Average Call Duration would have equaled ninety (90) seconds with respect to the number of calls actually completed, minus (y) the number of minutes Customer actually used with respect to the calls actually completed, multiplied by (ii) the ACD Surcharge. (For example, if Customer's Average Call Duration during a billing cycle is sixty (60) seconds, Customer completed 1,000,000 calls during the billing cycle and the ACD Surcharge per applicable minute is \$0.01, the aggregate ACD Surcharge would be \$5,000.00, calculated as follows: (90 seconds x 1,000,000) – (60 seconds x 1,000,000) = 500,000 minutes x \$0.01 per minute.)

*** If, during any billing cycle, 15% or more of Customer's completed calls are Short Duration Calls, Provider reserves the right to charge, and Customer will pay, a surcharge per Short Duration Call as described above.

SMS RATES (Excluding Short Code Rates)	
Inbound SMS Rate Per Message	Outbound SMS Rate Per Message
\$0.0040	\$0.0040
Other SMS Rates	
One-Time Activation Fee (NRC):	\$1,500.00
Monthly Service Fee (MRC):	\$500.00

911 RATES	
Subscriber Records	Monthly per TN*
1 +	\$0.70
<i>For example, all Subscriber records would be charged the Monthly per TN Rate.</i>	

The Monthly Minimum Commitment for 911 Services is:
\$0 (Subject to adjustment pursuant to Section 11(ii) of the 911 Terms and Conditions)

Other Fees and Charges for 911 Services	
Installation and Set-Up	\$0
Per call fee for any call routed to an emergency call center	\$85

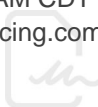
* If the number of 911 calls from Customer's End Users exceeds three percent (3%) of the total Subscriber Records managed on behalf of Customer in Provider's ALI database in any applicable month, Provider may charge Customer a \$5.00 surcharge per call. For example, normal call volume per month per Customer typically is approximately one to two percent (1 - 2%) of the total Customer's Subscriber Records managed on behalf of Customer in Provider's ALI database.

ADDITIONAL CHARGES	
Directory Services or Information Services (NRC) (in addition to applicable Rates)*	\$1.00
National Toll Free Directory Assistance Install Fee (NRC) per TFN	\$15.00
National Toll Free Directory Change Fee (NRC) per TFN	\$14.00
National Toll Free Directory (MRC) per TFN	\$21.00
Expedite Fee to add a TFN (NRC) per TFN	\$45.00
Disconnect Charge (NRC) per TN	\$5.00
Port Out Charge (NRC) per TN	\$5.00
LNP Charge (canceled or supplemental more than 48 hours before Confirmed Port Date) (NRC) per TN	\$10.00
LNP Charge (canceled or supplemental within 48 hours before Confirmed Port Date) (NRC) per TN	\$75.00
LNP Reinstatement/Snap-back Charge (within 24 hours) (NRC) per TN	\$400.00
Excessive Non-Completed Intrastate / Interstate Toll Free Call Surcharge	\$0.10
Excessive Non-Completed International Toll Free Call Surcharge	\$0.50
Service Reinstatement Fee (NRC)	\$200.00, plus charges imposed by any underlying carrier(s)
Missed Appointment Fee (NRC)	\$200.00
Rejected Credit Card / Returned (NSF) Check Fee (NRC)	\$40.00 (or legal limit)
Professional Services	Individual Case Basis

Bandwidth - Proprietary & Confidential Information

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



All Rates are net of any applicable origination charges by or from third party payphone providers; if Customer receives any Inbound Calls originating from a payphone, such calls will be subject to a charge, payable by Customer, per call based on regulated FCC Payphone Compensation rules.

All Rates included in this Rate Sheet are subject to change as provided in the MSA, any applicable SOF or any applicable Terms and Conditions. Capitalized terms not otherwise defined in this Rate Sheet will be as defined in the MSA, any applicable SOF or any applicable Terms and Conditions.


Bandwidth - Proprietary & Confidential Information

Rate Sheet – for use with MSA 6.5 – Updated July 10, 2015

Page 3 of 3

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer





900 Main Campus Drive, Suite 500
Raleigh, NC 27606

These 911 - Terms and Conditions (the “**Terms and Conditions**”) supplement the Master Service Agreement (the “**MSA**”) (including any Exhibits, SOFs, Service Agreement(s), Rate Sheet(s), and any other attachments to the MSA, all of which are fully incorporated by reference within these Terms and Conditions). Capitalized terms not elsewhere defined in these Terms and Conditions will have the meaning ascribed to them in the MSA or any applicable SOF.

1. Service Description. Subject to the terms and conditions of these Terms and Conditions:

(i) Provider will provide to Customer Enhanced 911 Service and/or Basic 911 Service call routing to the appropriate PSAP. Provider will route Customer’s End User’s E911 calls to the proper PSAP, designated statewide default answering point, or appropriate local emergency authority serving the End User’s location. Provider will provide emergency call support service to permit Customer to (i) provision its subscribers or End Users and their respective location data for accurate routing of 911 calls to the most geographically appropriate PSAP by means of the existing 911 infrastructure, including Next Generation 911 where enabled, and (ii) deliver Customer’s subscriber or End User Call Back Number and valid address to the PSAP during an emergency call using existing 911 infrastructure, including Next Generation 911 where enabled. The 911 calling party waives any privacy afforded by non-listed and non-published service to the extent that the TN, address and name associated with the originating access line location are furnished to the PSAP.

(ii) Notwithstanding any term or condition of the MSA or these Terms and Conditions to the contrary, Customer will not resell Enhanced 911 Service, Basic 911 Service and/or Next Generation 911 to any third party other than End Users to whom (or to which) Customer directly provides communications services. For clarity, Customer will not permit any third party other than End Users to whom (or to which) Customer directly provides communications services to utilize Provider’s Enhanced 911 Service, Basic 911 Service and/or Next Generation 911 provided to Customer pursuant to any applicable SOF and these Terms and Conditions.

(iii) Notwithstanding any term or condition of the MSA or these Terms and Conditions to the contrary, Customer only will utilize Provider’s Enhanced 911 Service, Basic 911 Service and/or Next Generation 911 provided by Provider to Customer pursuant to any applicable SOF and these Terms and Conditions for Approved Uses.

(iv) Provider will provide to Customer reasonable access solely for the purpose of loading and updating Customer’s End User E911 records to permit Provider to manage the location delivery process for each PSAP (or E911 Authority or their supplier) serving Customer’s End Users. A Subscriber Record will be deemed successfully uploaded when the End User name, valid street address (not postal address), and ten digit TN from which the End User may initiate a 911 call are all resident in Provider’s database. Provider will provide alternate valid location information choices when any attempt by Provider to validate and upload an address fails. For Customer’s End Users who are unable to upload a valid address from their initial attempt or from the alternate choices provided by Provider, but who still wish to certify their address is accurate and complete, Provider will use commercially reasonable efforts in conjunction with Customer to validate the address given.

(v) Provider will deliver End User’s call to the PSAP, designated statewide default answering point, or appropriate local emergency authority that serves the caller’s location. Provider will determine the incoming caller’s appropriate PSAP based upon the incoming TN of the caller and the End User’s corresponding location information previously registered in Provider’s ALI database, then Provider will route the call to the PSAP. Customer must instruct End Users not to block their TN number on their handsets when calling 911.

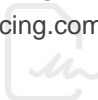
(vi) 911 service is made available to Customer locations by one of two methods (1) via traditional switched-circuit service, or (2) via VoIP 911 service. The choice of the method chosen per location depends on availability of VoIP 911 service and Customer’s service capabilities. Provider retains the right to change the method of deployment at any time. Once Provider has identified the appropriate PSAP, Provider automatically selects a pre-tested call path consisting of one of the following technologies: (1) TDM to standard ESGW or PRI 911 trunks which are connected to the PSAP designated selective router, (2) SIP internet gateway to standard ESGW or PRI 911 trunks which are connected to the PSAP designated selective router, (3) SIP internet connected to the internet-capable PSAP, or (4) ten (10) digit outbound dialing to the PSAP. Routing methods 1, 2, and 3 are used for PSAPs within Provider’s E911 footprint, while routing method 4 is reserved for all other PSAPs, including those that only use Basic 911, or, as backup for the other methods in the event of a major network failure in any link in the call path.

(vii) The Parties acknowledge and agree that Provider can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other calls made by End Users successfully registered in Provider’s database will be routed using the ten digit outbound trunks or a call center attendant.

(viii) Customer will provide to Provider a TN inventory which details the total number of TNs being implemented on Provider’s platform and the associated address or serving PSAP information for each TN.

Bandwidth - Proprietary & Confidential Information

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



(ix) Both 911 and E911 Service are only available from Provider switching facilities (where available) and via Provider services that are equipped to provide and that do provide 911 or E911 Service. Provider will provide the PSAP only such name, address and TN information as Customer will provide to Provider, and for any 911 or E911 call, Provider will only pass to the PSAP such information, including ALI and/or ANI data, as Customer's facilities, network or station equipment will make properly available to Provider's network and equipment for transmission to the PSAP.

(x) For each TN or DID for which Customer desires emergency calling services, Customer must provide Provider with a correct and valid emergency response address for that TN. The address information provided must include sufficient information to enable emergency responders to locate the calling party and must comply with any multiline telephone system requirements applicable to Customer. For example, if applicable pursuant to any applicable multiline telephone system requirements, if the subscriber or End User's location is a multi-story building, Customer must provide floor and suite number in addition to address information. Customer is solely responsible to promptly update this information whenever necessary to reflect changes. Customer will provide ANI with every subscriber and/or End User call presented to Provider for processing. Provider will have no obligation to provide Services with respect to any subscriber or End User call that does not include ANI and will not be liable for any claims arising from any efforts undertaken by Provider to provide Services under such circumstances.

(xi) Customer acknowledges, understands and agrees that if Customer chooses the PSTN emergency call routing option, Customer is solely responsible for all call charges, even if erroneous calls are placed by unknown persons or companies that accidentally or purposely dial Customer's private emergency number assigned to it by Provider. Customer will not be responsible for any charges that are due to error, fault or failure of Provider's system.

2. **Exclusivity.** During the Initial SOF Term and any Renewal SOF Term, Customer will not, directly or indirectly, (i) solicit, initiate, encourage, or assist the submission of any proposal, negotiation or offer from any person or entity other than Provider relating to the provision of services that are the same or substantially similar to the Services described in these Terms and Conditions, or (ii) enter into any agreement or other arrangement to purchase or otherwise obtain services that are the same or similar to the Services described in these Terms and Conditions. The Parties agree that, if Customer violates or threatens to violate this Section 2, damages may be impossible to ascertain with reasonable certainty or may be inadequate and Provider will suffer irreparable harm and therefore may seek immediate injunctive relief in addition to any other right or remedy under the MSA, any applicable SOF, and/or these Terms and Conditions and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute.
3. **Monthly Minimum Commitment.** From and after any applicable Ramp Period (as defined below), Customer will pay to Provider the Monthly Minimum Commitment with respect to Services provided pursuant to the Rate Sheet, as well as any other amounts due and/or payable pursuant to the MSA or any applicable SOF from time to time. "**Monthly Minimum Commitment**" set forth in the Rate Sheet means the minimum Customer payment obligation to be included in any applicable invoice, excluding (i) all applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against Provider, including, without limitation, any cost recovery fee which will represent an accurate and non-inflated recovery of Provider's, or any underlying provider's, miscellaneous tax, surcharge, and fee payments to federal, state or local governmental authorities associated with the provision of Services by Provider to Customer pursuant to any applicable SOF, and (ii) any late payment or similar fees.

If Customer fails to otherwise incur charges at least equal to the Monthly Minimum Commitment in any applicable month, Customer will pay to Provider the difference between the actual charges and the Monthly Minimum Commitment.

The Monthly Minimum Commitment set forth in the Rate Sheet is in addition to any other revenue commitments by Customer pursuant to the MSA, any SOF or any other document or agreement. Any amounts paid (or due or payable) pursuant to any applicable SOF will not apply to any other revenue commitments by Customer and any such other revenue commitments by Customer will not apply to any amounts due or payable pursuant to any applicable SOF.


"**Ramp Period**" means sixty (60) days after the date Customer signs effectiveness of the applicable SOF, whether or not the Service Commencement Date will have then occurred. For clarity, the Ramp Period includes any interoperability testing period contemplated or required by these Terms and Conditions.

Early Termination Charge: If any applicable SOF terminates for any reason at any time prior to the completion of the Initial SOF Term or any applicable Renewal SOF Term, Customer will pay to Provider an Early Termination Charge equal to (i) the greater of (X) the applicable Monthly Minimum Commitment, or (Y) the average amount monthly amount invoiced to Customer (as determined based on the three (3) complete calendar months immediately prior to the termination of any applicable SOF), multiplied by (ii) the number of months remaining in the Initial SOF Term (*pro rated* for any partial months remaining in the Initial SOF Term) or the applicable Renewal Term, as the case may be.

4. **Customer Prerequisites.** (i) Customer will maintain a NENA Company Identifier and remain in good standing with NENA standards, including, but not limited to the requirement that Customer will have live technical assistance available on a 24 hour, 7 day a week basis, to permit any PSAP to contact Customer for information that may assist with call trace, hostage situations, investigation of prank calls, etc.; (ii) Customer will be solely responsible for compliance with all applicable laws and/or other governmental

Bandwidth - Proprietary & Confidential Information

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



requirements imposed or required by any state or other applicable governmental authority; (iii) Customer will upload only landline and/or VoIP Subscriber Records into Provider's database; if Customer wishes to add End Users of cellular or wireless communications services at any time, Customer and Provider will mutually execute a separate written agreement with respect to any such cellular or wireless End Users; (iv) Customer will route all 911 dialed End User calls to Provider's network using industry standard SIP protocols and by means of an exchange of IP addresses between Customer and Provider's respective call routers; (v) Customer will inform any party using (or any party that might use) the Service of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the FCC; for clarity, (A) Provider will not be responsible if 911 service is unavailable due to loss of power; certain features may not be compatible with 911 service; and Provider reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service, and (B) Customer will provide each End User with an Acknowledgment of the Service and Limitations in a form in compliance with any applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the FCC, and require End Users to execute the same; (vi) Customer will be solely responsible to test the 911 service after installation and periodically throughout the Initial SOF Term or any applicable Renewal SOF Term and will notify Provider if Provider notes any issues at any time with the Service; (vii) Customer will cooperatively test 911 service and share the results of such testing at the request of Provider; if Provider requests testing of 911 service and does not receive confirmation within one (1) business week that Customer has performed and completed such testing, (A) Provider may dispatch a technician to perform testing of 911 services and Customer will be solely liable for the cost of such testing; and (B) Provider may suspend the service if Customer does not cooperate with 911 testing; (viii) Customer will ensure that all devices at Customer premises are able to connect to equipment and are configured properly; for clarity, this requirement includes, without limitation, any and all Ethernet switches, Ethernet cabling, workstations, servers and operating systems; (ix) Provider will ensure that the interconnection trunking arrangements are 911 and E911 compatible, but Customer will be solely responsible for providing 911 and/or E911 (or alternative 911 services) to End Users; (x) Customer will provide Provider with any and all technical specifications necessary for proper network design and a description of any special arrangements required to accommodate 911 and/or E911; (xi) Customer will be solely responsible to collect and remit all applicable 911 surcharges required by any governmental authority; and (xii) Customer will utilize any of Provider's provisioning tools for the sole purpose of loading Subscriber Records into Provider's ALI database; all information returned by Provider during validation will be used solely to support the Services described in these Terms and Conditions.

5. Provisioning Interface.

(i) Provider will provide a web application interface between the ALI management service and Customer's web based service order system(s) for normal user additions and changes. Provider will return alternate addresses for the End User to choose from (or for Customer's service representatives to present to the End User to choose from) in real time, if the first address submission is invalid or is ambiguous with multiple valid matches.

(ii) If Customer requests, Provider's database personnel will perform bulk uploads from flat files Customer provides to Provider via email, upload via web portal or by placing onto Provider's FTP server. If applicable, Customer will coordinate the exchange of alternate address information with Customer's End Users and Provider.

(iii) Customer may elect to program Customer's own web user interface to Provider. Provider provides a secure portal, sample clients in various formats, and a development server for Customer's programmers to test the application.

6. Training.

Provider will provide up to four (4) hours of training for Customer on the use of the web services, which include uploads through Provider portal (web client) or training on the API interface.

7. Equipment; Connection; Customer's Responsibilities.

Neither the MSA, the SOF nor these Terms and Conditions conveys to Customer or any End User title to any equipment owned, operated or used by Provider. Provider will not provide any Customer Equipment or any Electronic Tools, except as may be expressly set forth in writing executed by Customer and Provider. Customer must connect to Provider's network in a manner and at locations determined by Provider. Customer will, at Customer's sole cost and liability as between Customer and Provider, be solely responsible for (i) providing and successfully installing any and all equipment, software and the like necessary for End Users to use any service offered or sold by Customer; and (ii) any and all support for any End User to which Customer offers or sells services. **CUSTOMER WILL INDEMNIFY AND HOLD PROVIDER HARMLESS AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR END USERS TO COMPLY WITH THIS SECTION.**


8. Interoperability.

Customer and Provider will reasonably cooperate with each other to test interoperability between Provider and Customer's networks and systems. All necessary interoperability testing will be completed within a reasonable time not to exceed thirty (30) calendar days after Customer's execution of these Terms and Conditions. If after completion of initial interoperability, Customer plans to make upgrades, updates and/or enhancements (collectively "**Configuration Changes**"), Customer will notify Provider prior to implementing a Configuration Change so that Customer and Provider may work together in good faith to determine how best to proceed regarding such Configuration Change. If at any time an interoperability condition occurs that adversely affects Provider's network that cannot be adequately remedied within a reasonable period of time, taking into consideration the severity of the interoperability condition and the effect on Provider's network, Provider may, at its sole discretion, suspend the provision of Services pursuant to these Terms and Conditions. The Parties will communicate as reasonably necessary to isolate and repair any problems in their respective networks;

Bandwidth - Proprietary & Confidential Information

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



provided, however, each Party will remain solely responsible for any costs or liabilities incurred in connection with the repair of any problem with respect to such Party's network.


9. **Emergency Call Center Services.** Any End User or Customer facilities originating 911 calls that are received by Provider's service platform for which no calling number record can be found in Provider's database will be routed to an emergency call center for handling. Call center personnel will attempt to query the 911 caller for location information and manually route the call to the PSAP nearest caller's identification location. 911 calls that originate from 8XX toll free numbers also will be routed to an emergency call center for handling. Calls that are routed to call centers pursuant to this Section will incur charges as specified in the Rate Sheet.
10. **Canada Call Handling.** Customer acknowledges that 911 call handling requirements are different in Canada than in the United States. Provider will comply with applicable Canadian requirements.
11. **Charges and Rates.**
 - (i) Provider will invoice Customer in advance for the installation and set-up fee provided in the Rate Sheet upon the effectiveness of the applicable SOF. Provider will invoice Customer in advance for all charges calculated by reference to Subscriber Records and/or the Monthly Minimum Commitment on a monthly basis thereafter. Except as otherwise provided in these Terms and Conditions, Provider will invoice Customer for all other applicable charges in arrears. If Customer requests any custom reporting at any time before or after implementation, additional charges will apply for such reporting services.
 - (ii) The Monthly Minimum Commitment set forth in the Rate Sheet will be adjusted upon each anniversary of the Service Commencement Date to an amount equal to the greater of: (A) ninety percent (90%), multiplied by the amount that Provider would invoice to Customer for Services provided pursuant to the SOF and Rate Sheet, as calculated based upon the average number of monthly Subscriber Records applicable during the immediately preceding twelve (12) months; or (B) the Monthly Minimum Commitment initially set forth in the Rate Sheet.
12. **Insurance.** Customer represents and warrants that Customer will maintain during the SOF Term at Customer's sole cost and expense: (i) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (ii) Professional Liability or Errors and Omissions insurance in the amount of at least \$1,000,000 for each occurrence; and (iii) excess or umbrella liability at a limit of no less than \$2,000,000 per occurrence and aggregate in excess of the underlying coverage required above. The CGL, excess or umbrella liability, and policies of Customer will designate Provider and its officers, managers, members, and employees as additional insured. Customer will send evidence of the foregoing insurance to Provider within thirty (30) calendar days of the commencement of the Initial SOF Term. Customer will notify Provider in writing at least thirty (30) calendar days prior to any cancellation or termination of a Customer's insurance, make arrangements for replacement insurance, and provide proof thereof.
13. **Limitation of Liability. The following apply in addition to the terms and conditions of the MSA, including, without limitation, any applicable limitations of liability:** (i) Customer agrees that absent gross negligence or willful misconduct by Provider, its directors, officers, employees and agents, Provider, its directors, officers, employees, and agents will not be liable for any loss or damage sustained by Customer, its interconnecting carriers, its customers or its End Users due to any failure in or breakdown of the communication facilities associated with providing the Services, or for any delay, interruption or degradation of the Services whatsoever; (ii) in no event will Provider's liability to Customer for any loss arising out of the Services provided pursuant to these Terms and Conditions or any errors, interruptions, defects, failures or malfunctions of the Services provided pursuant to these Terms and Conditions, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the average monthly recurring charge actually paid to Provider by Customer pursuant to the SOF. The Parties waive any claim that these exclusions or limitations deprive it of an adequate remedy or cause the MSA, the SOF and/or these Terms and Conditions to fail of its essential purpose.; and (iii) Customer further acknowledges, understands and agrees that Provider has no control over how a foreign administration or third party carrier establishes its rules and conditions pertaining to international telecommunications service.
14. **Indemnification. The following apply in addition to the terms and conditions of the MSA, including, without limitation, any applicable indemnity provisions:** Customer agrees to release, indemnify, defend, and hold harmless Provider from any claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of Customer's services for purposes of placing 911 or E911 calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; or (b) all other Claims arising out of any act or omission of Customer or any user of Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by Provider in connection therewith, including, without limitation, the identification of the TN, address or name associated with the telephone used by the party or parties accessing 911 service hereunder. Customer will defend Provider against any such Claims and will pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting any such Claims.
15. **Definitions.** For the purposes of these Terms and Conditions, the following terms will have the following meanings:

Bandwidth - Proprietary & Confidential Information

911 – Terms and Conditions for use with MSA 6.5 – Updated June 12, 2015

Page 4 of 6

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



“**Approved Uses**” means the provision of Enhanced 911 Service, Basic 911 Service and/or Next Generation 911 to (i) End Users who principally utilize such services at such End User’s residence and occasionally at other locations, whether due to an End User’s use of mobile devices in connection with such services or otherwise; (ii) End Users that are enterprises that use either an on-site or hosted PBX during customary business hours and should reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise’s business or operations; for clarity, the provision of Enhanced 911 Service, Basic 911 Service and/or Next Generation 911 to enterprises that (X) use either an on-site or hosted PBX but operate outside customary business hours, including, without limitation, assisted living facilities, nursing homes and other similar facilities, and to which clauses (iii) and/or (iv) below do not apply; or (Y) should not reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise’s business or operations do not constitute “Approved Uses”; (iii) End Users that operate non-emergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center’s business or operations; for clarity, central station alarm and other similar call centers that direct calls to emergency services do not constitute “Approved Uses”; and (iv) End Users that operate call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as “relay services.”

“**Automatic Location Identification**” or “**ALI**” means the automatic display at the PSAP of the caller’s TN, the address/location of the telephone and, in some cases, supplementary emergency services information.

“**Automatic Number Identification**” or “**ANI**” means the TN associated with the access line or its equivalent from which an E911 emergency services call originates. The ANI must be (i) ten-digits, and (ii) follow the North American Numbering Plan Administration (NANPA) numbering guidelines.

“**Basic 911 Service**” or “**911**” provides for routing all 911 calls originated by telephones having TNs beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.

“**Call Back Number**” means the 10 digit TN which may be used by the PSAP to call back the End User making an E911 call in the event that the caller is disconnected. The Call Back Number must be (i) ten-digits in the NPA-NXX-xxxx format, and (ii) follow the North American Numbering Plan Administrator (NANPA) numbering guidelines.

“**E911 Authority**” means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one TN, 911. For clarity, an E911 Authority may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.

“**E911 Service**” (also referred to as “**E911**” or “**Enhanced 911 Service**”) means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by End Users dialing the number 911. E911 Service includes the service provided by the lines and equipment associated with the service arrangement for the selective routing, transfer, and delivery of public emergency telephone calls dialed to 911 with ANI and ALI. E911 Service provides completion of a call for E911 Emergency Services via dedicated ESGW facilities to a selective router for routing purposes, and, then, to equipment located at the PSAP.

“**ESGW**” facility means an Emergency Services Gateway which is the signaling and media interworking point between the Customer’s PBX, switch or IP domain and conventional trunks to the E9-1-1 Selective Router.

“**End User**” means the 911 caller.

“**ESQK**” is a 10-digit North American Numbering Plan Administration (NANPA) number that identifies a call instance at a VPC, and is associated with a particular SR/ESN combination. The ESQK is delivered to the E91-1-1 SR. The ESQK is used by the SR as the key to the selective routing data associated with the call. The ESQK is delivered by the SR to the PSAP as the calling number (ANI) for the call, and is subsequently used by the PSAP to request ALI information for the call. The ALI database includes the ESQK in location requests sent to the VPC. The ESQK is used by the VPC as a key to look up the location object and other call information associated with an emergency call instance.

“**NENA**” means National Emergency Number Association.


“**NENA Company Identifier**” or “**NENA Company ID**” means the three to five (3 to 5) character identifier obtained by Customer from the National Emergency Number Association (NENA), 4350 N. Fairfax Drive, Suite 750, Arlington, VA 22203-1695 [see NENA’s website, currently at www.nena9-1-1.org]. The NENA Company ID allows the PSAP to identify the switching carrier for the caller, and to determine the 24 x 7 number of the entity for emergency contact needs.

“**Next Generation 911**” refers to an initiative to update the 911 service infrastructure to improve public emergency communications services and may be comprised of hardware, software, data, policies and procedures to: (i) provide standardized interfaces from call and messaging services; (ii) process all types of emergency calls and messages, including non-voice messages; (iii) acquire and integrate additional data useful to call and message routing and handling; (iv) deliver calls, messages and other data to

Bandwidth - Proprietary & Confidential Information

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



appropriate PSAPs or E911 Authority; (v) support data and communication needs for coordinated incident response and management; and (vi) provide a secure environment for emergency communications.

“**Public Safety Answering Point**” or “**PSAP**” means an answering location for E911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.

“**pseudo-ANI**” or “**pANI**” means a 10 digit TN following the NPA-NXX-xxxx format that is used in place of ANI to convey special meaning to the Selective Router and PSAP. pANI assignments may come from the 211 and 511 NXX, (sometimes referred to as the “non-dialable” NXX codes) and utilize only those NPAs that have been assigned to Customer by the North American Numbering Plan Administrator.

“**PAM**” or “**PSAP to ALI Message Specification**” will mean an interface that uses a proprietary protocol to “pull” location information from a VoIP Positioning Center (VPC) to the appropriate ALI database.

“**Selective Router**” or “**SR**” means the switch and associated software used to route an E911 call to the proper PSAP based upon the ANI or pANI associated with the E911 call. Selective routing is controlled by an ESN, which is derived from the location of the access line (or its equivalent) from which the E911 call was placed. In some PSAP or NENA materials Selective Routers may also be referred to as “**E911 Control Offices**” or “**E911 Tandems**,” which will be deemed synonymous with Selective Routers.

“**SIP**” means Session Initiation Protocol.

“**Subscriber Record**” means a record associated with an End User resident in Provider’s database, including such End User’s name, valid street address (not postal address), and ten digit TN from which the End User may initiate a 911 call.

“**TDM**” or “**Time Division Multiplexing**” refers to a technology in which multiple calls may be carried simultaneously over the same physical path, each call requiring a dedicated “slot” on the path for the duration of the call, and, also, requiring a master signaling protocol to differentiate and route each call individually (*i.e.* SS7).

“**TN**” means telephone number.

“**VoIP**” means Voice over Internet Protocol.


“**VPC**” means VoIP Positioning Center.

(The remainder of this page is intentionally left blank.)

Bandwidth - Proprietary & Confidential Information

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer





bandwidth

900 Main Campus Drive, Suite 500
Raleigh, NC 27606

ORIGINATION – TERMS AND CONDITIONS

These Origination - Terms and Conditions (the “**Terms and Conditions**”) supplement the Master Service Agreement (the “**MSA**”) (including any Exhibits, SOFs, Rate Sheet(s), Service Agreement(s), and any other attachments to the MSA, all of which are fully incorporated by reference within these Terms and Conditions). Capitalized terms not elsewhere defined in these Terms and Conditions will have the meaning ascribed to them in the MSA or any applicable SOF.

- 1. Service Description.** Wholesale Voice Origination (“**Wholesale Voice Origination**”) provides the origination of voice traffic from the PSTN or an On-Net IP-enabled endpoint to Customer’s premises via the Session Initiation Protocol (“**SIP**”). Wholesale Voice Origination is based on RFC 3261 (“**SIP-Session Initiation Protocol**”) and requires Customer to conform to RFC 3261 at Customer’s sole expense. **WHOLESALE VOICE ORIGINATION IS AN INBOUND CALL ORIGINATION SERVICE ONLY. WHOLESALE VOICE ORIGINATION EXCLUDES THE FOLLOWING:**

- a) Outbound calling;
- b) 911 / E911;
- c) Directory services including, but not limited to, 411 and NPA-555-xxxx;
- d) 711;
- e) 611;
- f) Any and all other x11 services;
- g) Operator Services;
- h) Collect Calling;
- i) Any and all other operator, assisted, or intercept calling services;
- j) Caller ID Name or Location;
- k) Class 5 Features;
- l) Toll Free numbers / inbound Toll Free calling (except as may be specifically agreed in the SOF to which these Terms and Conditions is attached); and/or
- m) 976, 900, and 1010xxx calling.

Customer may not (i) use or otherwise enable any TNs provided by Provider (or its affiliates) at any time in connection with any Usage, SMS and/or any other form of traffic other than Usage, SMS and/or any other form of traffic from Provider and its affiliates, or (ii) establish and/or operate peer-to-peer relationships with any third party(ies) with respect to any TNs provided by Provider (or its affiliates) at any time. Notwithstanding the foregoing, Customer will be responsible for all liability arising from its acts and omissions in establishing and/or operating such peer-to-peer relationships, and will defend, indemnify and hold harmless Provider (and its affiliates) from and against any and all third party claims in relation to such acts and omissions in accordance with and subject to the terms of Section 9 of the MSA.

- 2. E911/ Basic 911.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THIS AGREEMENT WILL BE STRICTLY LIMITED TO THE PROVISION OF WHOLESALE VOICE ORIGINATION SERVICE TO CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT WHOLESALE VOICE ORIGINATION DOES NOT CONSTITUTE “INTERCONNECTED VOIP SERVICE” AS DEFINED WITHIN 47 C.F.R. PART 9 AND, THEREFORE, **NO E911 SERVICE OR BASIC 911 SERVICE WILL BE PROVIDED BY PROVIDER TO CUSTOMER, ANY END-USERS, OTHER CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY PURSUANT TO THESE TERMS AND CONDITIONS OR THE WHOLESALE VOICE ORIGINATION CONTEMPLATED BY THESE TERMS AND CONDITIONS.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT PROVIDER HAS NO INTENT TO AND WILL NOT PROVIDE E911 SERVICE OR BASIC 911 SERVICE PURSUANT TO THESE TERMS AND CONDITIONS OR THE WHOLESALE VOICE ORIGINATION CONTEMPLATED BY THESE TERMS AND CONDITIONS. CUSTOMER WILL NOT REPRESENT IN ANY WAY OR THROUGH ANY MEANS TO ANY END-USERS, CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY THAT PROVIDER PROVIDES ANY 911 / E911 SERVICE PURSUANT TO THESE TERMS AND CONDITIONS OR THE WHOLESALE VOICE ORIGINATION CONTEMPLATED BY THESE TERMS AND CONDITIONS. CUSTOMER REPRESENTS AND WARRANTS TO PROVIDER THAT, IF CUSTOMER IS AT ANY TIME REQUIRED TO PROVIDE ANY 911 / E911 SERVICES DUE TO ANY TELECOMMUNICATIONS RELATED SERVICES CUSTOMER SELLS OR PROVIDES TO CUSTOMER’S END-USERS, CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY AT ANY TIME THAT ARE, IN WHOLE OR IN PART, ENABLED BY THE WHOLESALE VOICE ORIGINATION CONTEMPLATED BY THESE TERMS AND CONDITIONS, THEN CUSTOMER WILL ENSURE THAT 911 / E911 SERVICES ARE FULLY PROVIDED IN COMPLIANCE WITH SUCH 47 C.F.R. PART 9.

- 3. Connection.** Customer must connect to Provider’s network in a manner and at locations determined by Provider. Subject to Provider’s prior written approval, the connection may be made: (i) via the Public Internet, and/or (ii) via a dedicated interconnection to Provider’s network if Customer has been approved for and has executed an agreement for such connection. Customer will, at Customer’s sole cost and liability as between Customer and Provider, be solely responsible for (i) providing and successfully installing any and all equipment, software and the like necessary for End Users to use any service offered or sold by Customer; (ii) obtaining and providing to Provider, prior to installation of any applicable Wholesale Voice Origination services, the IP address(es) for any applicable proxy server, Customer application and/or any

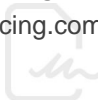
Bandwidth - Proprietary & Confidential Information

Origination – Terms and Conditions - for use with MSA 6.5 – Updated June 12, 2015

Document No. ORIG:O0012897

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



other applicable hardware/software solution; and (iii) any and all support for any End User to which Customer offers or sells services. For clarity, with respect to any and all Class 5 Features Customer may offer to Customer's End Users from time to time, Customer will provide to Provider any and all accurate information required to support Wholesale Voice Origination with respect to such services, even if Customer obtains such information from Customer's applicable End Users. **CUSTOMER WILL INDEMNIFY AND HOLD PROVIDER HARMLESS AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR END USERS TO COMPLY WITH THIS SECTION.**

4. **Interoperability.** Customer and Provider will reasonably cooperate with each other to test to ensure interoperability between Provider and Customer's networks and systems. All necessary interoperability testing will be completed within a reasonable time not to exceed thirty (30) calendar days after Customer's execution of these Terms and Conditions. If after completion of initial interoperability, Customer plans to make upgrades, updates and/or enhancements (collectively "**Configuration Changes**"), Customer will notify Provider prior to implementing a Configuration Change so that Customer and Provider may work together in good faith to determine how best to proceed regarding such Configuration Change. If at any time an interoperability condition occurs that adversely affects Provider's network that cannot be adequately remedied within a reasonable period of time, taking into consideration the severity of the interoperability condition and the effect on Provider's network, Provider may, at its sole discretion, suspend the provision of Wholesale Voice Origination.
5. **Charges and Rates.** Customer represents and warrants to Provider that Customer has received the Rates described in the Rate Sheet.

If the Rate Sheet does not include Flat Rates, this paragraph will apply: Such Rates will apply if Customer commences using Wholesale Voice Origination within seven (7) calendar days of the "as of" (ao) date in the electronic file name of such Rates. If such "as of" (ao) date in the electronic file name of such Rates is more than seven (7) calendar days prior to Customer's receipt of such electronic file, then such Rates may not be valid and Customer must obtain a new electronic file of Rates from Customer's sales or support contact with Provider. **All Rates are subject to change upon seven (7) calendar days prior notice.** Provider will send such prior notice to Customer via email to Customer's "Contact Name" as recorded in the "Customer Contacts for Rate Change Notice" section on the SOF. Customer will be deemed to have received and accepted such changed Rates upon Provider's transmission of the email(s) containing the electronic file(s).

Billing increments are set forth below:

Originating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US	6	6

6. **TN Availability.** Provider will exercise commercially reasonable efforts to gain access to requested TN quantities, but Provider does not guarantee TN availability. Provider may, upon fourteen (14) business days prior written notice, reclaim any TNs that have not been used to pass traffic within the immediately preceding 120 day period. Provider will not reclaim a TN without prior written notice to Customer followed by such fourteen (14) business day cure period if Customer remedies such non-use during such fourteen (14) day cure period.
7. **Porting Numbers.** Provider will require a completed and signed Letter of Authorization ("**LOA**") for any existing telephone numbers Customer wishes to port from another carrier to Provider. Provider may require a recent copy of the current phone bill which contains Customer's Billing Telephone Number ("**BTN**") as well as a record of any numbers that need to be ported. Provider must receive necessary LOA(s) and/or bill copy(ies) before Provider 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 Provider. The Confirmed Port Date interval may in some cases take as long as one (1) to two (2) business weeks after Customer initiates the port request; since the port interval is a product of the accuracy of the information provided to Provider by Customer, as well as the processing speed of Customer's current voice provider, Provider makes no guarantees regarding the promptness of a port, however all ports will be provided consistent with applicable law.
8. **Forecasting.** From time to time, Provider may request from Customer a forecast of expected origination Usage volumes and/or TN procurement. Customer will cooperate with such requests. In the event Customer anticipates changes in origination Usage volumes, Customer will proactively contact Provider to review such changes. Provider will use commercially reasonable efforts to maintain adequate capacity to meet Customer provided forecasts. Provider's failure to adequately provide capacity, regardless of reason, will not constitute a breach of the MSA or these Terms and Conditions.
9. **Fraud.** Customer will not participate in or assist in any fraudulent origination Usage, in any form or by any means, either by itself or any of its End Users. If Customer suspects, knows of, or should have known of any fraudulent origination Usage, Customer will immediately stop all fraudulent origination Usage and notify Provider. Customer acknowledges, understands and agrees that Provider does not provide, is not required to provide, and does not warrant, any fraud prevention. If Provider becomes aware of unusual Usage volumes or patterns, Provider will make commercially reasonable attempts to promptly notify Customer; for clarity, Provider will not be deemed to be aware solely due to the availability of information regarding Usage volumes or patterns in any of Provider's applicable systems. Provider's sole obligation to Customer with respect to any actual, alleged or suspected fraudulent origination Usage will be to reasonably cooperate with Customer, upon Customer's request and at no expense to Provider, to assist Customer's efforts to stop any fraudulent origination Usage that Customer reports to Provider. Customer will be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent origination Usage by Customer, Customer's End Users, or any other person or entity directly or indirectly utilizing Wholesale Voice Origination. Notwithstanding anything in this Section 9 to the contrary, Customer is and will remain solely responsible for any and

Bandwidth - Proprietary & Confidential Information

Origination - Terms and Conditions - for use with MSA 6.5 - Updated June 12, 2015

Daniel Crinion
 E-signed 2015-10-09 09:27AM CDT
 dcrinion@unlimitedconferencing.com
 CTO



Stephen Leonard
 E-signed 2015-10-09 11:44AM EDT
 sleonard@bandwidth.com
 Chief Operating Officer



all origination Usage, fraudulent or otherwise, and the terms and conditions of the MSA, including, without limitation, Section 10 of the MSA, will apply.

- 10. Regulatory Responsibilities of Customer.** Customer (i) will be solely responsible for and will undertake all required action(s) before the FCC, any PUC, any state regulatory agency, any court or any other controlling regulatory bodies, agencies, commissions or other authority, (ii) will obtain any required governmental approval(s), and (iii) will fully comply with any and all applicable laws and regulations, including, without limitation, all applicable FCC requirements, such as CALEA and CPNI, in each case as such actions, approvals and/or laws and regulations apply or relate to the utilization of Wholesale Voice Origination by Customer, Customer's End Users, or any other person or entity to which Customer provides any services utilizing Wholesale Voice Origination.
- 11. Relationship.** Provider has no relationship with or obligation to any of Customer's End Users or any other person or entity to which Customer provides any services utilizing Wholesale Voice Origination, none of whom is a third party beneficiary of the MSA or these Terms and Conditions. Customer is solely responsible for all pricing, billing and collections, and/or compliance with any applicable laws or regulations related to any services Customer provides to its End Users or any other person or entity to which Customer provides any services utilizing Wholesale Voice Origination. Customer will provide technical support to Customer's End Users and will conduct customary problem resolution and troubleshooting activities directly with Customer's End Users to determine whether any condition affecting any Service(s) is attributable to Provider's network prior to reporting a Service Outage pursuant to Section 11 of the MSA.
- 12. Call Detail Records.** If Provider makes CDRs available to Customer via an API at any time, Customer will obtain API documentation from Provider. Provider does not guarantee CDR availability, nor does it warrant the accuracy of the data available via API; the failure to provide CDRs, regardless of reason, will not constitute a breach of the MSA or these Terms and Conditions.
- 13. Provider Right to Modify Terms and Conditions.** Provider may amend or modify these Terms and Conditions and/or Wholesale Voice Origination pursuant to Section 8(b) of the MSA at any time.
- 14. Conflicting or Controlling Terms.** In the event of any conflict between the MSA (exclusive of these Terms and Conditions) and these Terms and Conditions, then these Terms and Conditions will control with respect to any matter related to Wholesale Voice Origination.
- 15. Additional Terms:**

The following applies to Toll Free Service only:

General: Provider is the Responsible Organization for TFNs for Toll Free Service. Toll Free Service may be used only as a toll-free inbound-only service and does not provide any outbound calling, 911 / E911 service, 411 or any Operator Services. Customer will not use (or reconfigure to support such use) either Toll Free Service or any TFN obtained from Provider in connection with Toll Free Service for any outbound calls placed by Customer or Customer's End Users, or any Improper Calls. In addition to any rights or remedies that may be available pursuant to the MSA and/or the AUP, Provider may immediately take any action to prevent Improper Calls, including, without limitation, denying Toll Free Service to particular numbers or terminating any Toll Free Service. If Customer uses or reconfigures Toll Free service to place outbound calls, Customer will pay Provider for any such calls at Provider's then-current applicable Rates. CUSTOMER WILL INDEMNIFY AND HOLD HARMLESS PROVIDER, 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 CUSTOMER'S USE (AND/OR THE USE BY ANY CUSTOMER AND/OR RESELLER OF CUSTOMER) OF TOLL FREE SERVICE IN VIOLATION OF THESE TERMS AND CONDITIONS.

Regulatory Matters: If any calls placed to Customer via Toll Free Service contain a privacy indicator imposed by the originating telephone subscriber, Provider will provide call detail information to Customer, notwithstanding the privacy indication; provided, however, Customer acknowledges and agrees that (i) Customer will use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction; (ii) Customer will not reuse and/or sell the TFN or billing information without first notifying the originating telephone subscriber and obtaining affirmative written consent of such subscriber for such reuse or sale; and (iii) except as permitted in (i) or (ii) above, Customer is prohibited from using any information derived from ANI, 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 (D) complying with applicable law or legal process.

Billing increments are set forth below:

Originating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
Continental US, Alaska, Hawaii, Puerto Rico, US Virgin Islands, Guam and Saipan	6	6
International	30	6

Provider will determine the terminating carrier based on the terminating ANI.

Bandwidth - Proprietary & Confidential Information

Origination - Terms and Conditions - for use with MSA 6.5 – Updated June 12, 2015

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO

Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer

The following applies to Directory Listing and Related Services only, which are available with Full Feature Inbound only: Customer may request Directory Listing, LIDB and/or CNAM. Upon the submission of any request for Directory Listing, Customer represents and warrants that Customer has obtained all necessary approvals for Directory Listing from the applicable subscriber in such request; Customer will promptly provide Provider with documentation evidencing Customer's receipt of such subscriber approval upon Provider's request. Customer will retain such documentation for at least twelve (12) months after submission of the applicable request for Director Listing. Provider may, in its sole discretion, refuse to submit the applicable subscriber information for Directory Listing if Customer fails to timely provide such documentation to Provider. **CUSTOMER WILL INDEMNIFY AND HOLD PROVIDER HARMLESS AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER TO COMPLY WITH THIS SECTION, INCLUDING, WITHOUT LIMITATION, CLAIMS MADE BY SUBSCRIBERS AND/OR ANY GOVERNMENTAL AUTHORITY.**

(The remainder of this page is intentionally left blank.)


Bandwidth - Proprietary & Confidential Information

Origination - Terms and Conditions - for use with MSA 6.5 – Updated June 12, 2015

Page 4 of 4

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer





bandwidth

900 Main Campus Drive, Suite 500
Raleigh, NC 27606

SMS SMPP – TERMS AND CONDITIONS

These SMS (SMPP) - Terms and Conditions (the “**Terms and Conditions**”) supplement the Master Service Agreement (the “**MSA**”) (including any Exhibits, SOFs, Rate Sheet(s), Service Agreement(s), and any other attachments to the MSA, all of which are fully incorporated by reference within these Terms and Conditions). Capitalized terms not elsewhere defined in these Terms and Conditions will have the meaning ascribed to them in the MSA or any applicable SOF.

- 1. Service Description.** Wholesale SMS feature is a Short Message Service delivering messages between Customer-provided IP address(es) or domain(s) and Provider’s Wholesale SMS facilities (“**Wholesale SMS**”) and which is an enhanced routing and processing function for sending and delivering SMS messages for Customer. Wholesale SMS is based on SMPP v3.4; Customer will conform to SMPP v3.4 at Customer’s sole expense. Wholesale SMS is designed for a natural person and for person-to-person messaging only, meaning each SMS message must be initiated due to human interaction (as opposed to automated or timed messages). An SMS message may originate from a mobile phone, a computer or an Internet-based service, but the SMS message must be initiated due to human interaction, versus an automated or timed message. Each SMS message is viewed as a single instantiation of these definitions (i.e., if a message is transmitted from a natural person to an application and a subsequent message is transmitted from the application to a natural person, such as an SMS search function). Although the round-trip appears as though the SMS message originated from a natural person back to the same natural person, each SMS message is viewed individually. To that end, the initial SMS message in the foregoing example constitutes a single SMS message sent from a natural person to an application and the subsequent SMS message constitutes a single SMS message sent from an application to a natural person. Any SMS message originating other than from a natural person for person-to-person messaging constitutes a violation of the AUP and a Default pursuant to the MSA and these Terms and Conditions.

Customer may not (i) use or otherwise enable any TNs provided by Provider (or its affiliates) at any time in connection with Usage, Wholesale SMS and/or any other form of traffic other than Usage, SMS and/or any other form of traffic from Provider and its affiliates, or (ii) establish and/or operate peer-to-peer relationships with any third party(ies) with respect to any TNs provided by Provider (or its affiliates) at any time. Notwithstanding the foregoing, Customer will be responsible for all liability arising from its acts and omissions in establishing and/or operating such peer-to-peer relationships, and will defend, indemnify and hold harmless Provider (and its affiliates) from and against any and all third party claims in relation to such acts and omissions in accordance with and subject to the terms of Section 9 of the MSA.

Message Routing:

All Provider TNs or DID/DODs used for Message Routing with Wholesale SMS will be used for both Outbound and Inbound messaging:

Outbound - Outbound SMS delivers IP-originated messages over SMPP to Provider and routes those messages to SMS-enabled TNs on the PSTN; and

Inbound - Inbound SMS routes SMS messages sent to an SMS-enabled TN on Provider’s network to Provider’s customers, including, without limitation, Customer’s End Users and/or Subscribers, through the Internet using SMPP.

Customer may not use Provider’s TNs or DID/DODs to route messages over any another provider’s network.

Maximum Messages Per Second: Wholesale SMS limits the maximum number of SMS messages Customer may transmit measured on a per second basis. Unless otherwise specified in the Rate Sheet, the maximum number of SMS messages per second Customer may transmit is limited to five (5). For clarity, the foregoing maximum number of SMS messages per second Customer may transmit includes all SMS messages sent and/or received by all Customer’s End Users and/or Subscribers on an aggregated basis.

Message Rating: Wholesale SMS rates SMS messages for billing purposes on a per SMS message sent and/or received basis. Billable components of each SMS message are based on: (i) the authorized IP sending an SMS message (“**Outbound Message**”), and (ii) Customer and/or Subscriber of a TN or DID/DOD (also known as destination number) receiving an SMS message (“**Inbound Message**”). If any fee(s) is imposed by any destination network, including, without limitation, any international termination fee(s), Provider will charge Customer such fee(s) and reserves the right to include an administrative or other fee(s) in addition to any such fee(s).

- 2. Service Limitations.** Wholesale SMS is an SMS messaging service only and does not provide any audio and/or voice capabilities and/or features. Wholesale SMS is not intended for and may not be used for advertising, branding or other promotional activities. In addition to any other rights or remedies that Provider may have under any applicable circumstances, Provider, in its sole and unfettered discretion, may block any SMS messaging traffic Provider deems to be in violation of the MSA, these Terms and Conditions, the AUP, and/or any agreements, arrangements and/or practices of or between Provider and any carriers and/or other service providers. In addition to the limitations described in Section 1 above, Provider does not allow more than one (1) outbound message per second from any SMS-enabled DID/DOD. Any violation of any of the foregoing provisions of this Section 2 could cause Customer’s DID/DOD and/or any applicable DID/DOD to be blocked for outbound SMS message transmission by Provider and/or traffic blocking and/or black-listing by any

Bandwidth - Proprietary & Confidential Information

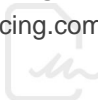
SMS (SMPP) – Terms and Conditions for use with MSA 6.5 – Updated July 10, 2015

Document No. SMPP-O0012897

Page 1 of 4

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



applicable receiving carriers and/or other service providers; Provider does not guarantee removal from any applicable black-listed status. Provider may block at any time any SMS messages deemed by Provider in its sole and unfettered discretion to jeopardize the integrity of Provider's network (including, without limitation, due to any action taken and/or threatened by any third party carrier and/or other service provider); any such blockage will be without prejudice to any other right or remedy that Provider may have due to any such SMS messages pursuant to the MSA, these Terms and Conditions, the AUP or otherwise. If any such blocking of any SMS messages occurs, Provider may in its discretion attempt to block only the DID/DODs breaching these Terms and Conditions and/or jeopardizing Provider's network; if the blocking of individual DID/DODs is not feasible for any reason, as determined by Provider in its sole and unfettered discretion, Provider reserves the right to block all SMS message(s) initiated by Customer and/or any applicable End Users, customers and/or Subscriber(s) of Customer. If Provider blocks any SMS messages pursuant to this Section 2, Provider will make commercially reasonable attempts to notify Customer in advance of such blockage; provided, however, Provider will be under no obligation to provide any such notification, including, without limitation, if circumstances do not permit delay of any blockage or other action by Provider for any reason. Customer acknowledges and agrees that SMS messages to or from Customer or Customer's End Users, customers and/or Subscribers may be blocked by carriers or other service providers for reasons known or unknown to Provider; Provider is under no obligation to investigate or remedy any such blockage for Customer or any of Customer's End Users, customers or Subscribers. Provider does not guarantee delivery, regardless of the reason, of any SMS messages; Customer will indemnify and hold Provider harmless with respect to any and all damages or losses that Customer, Customer's End Users, customers or Subscribers and/or any third party sustains due to any SMS messages being delivered incorrectly or not at all.

3. Customer Responsibilities.

- a. **Connectivity and End User/Subscriber Support:** Customer will, at its sole cost, be responsible: (i) for providing all equipment (including proxy servers), software, facilities and IP connectivity (including, without limitation, connectivity to Customer's End Users, customers or Subscribers) necessary for Customer's SMS application and Customer's network to operate with Wholesale SMS, and for providing and ensuring the successful installation of all equipment and software necessary for Customer's End Users, customers or Subscribers to use services sold to such End Users, customers or Subscribers; (ii) to obtain and provide to Provider, prior to installation of any SMS service offered by Customer to Customer's End Users, customers and/or Subscribers, the IP address(es) for the proxy server, Customer's SMS application and/or any other applicable hardware/software solution. Customer may cause its End Users, customers and/or Subscribers to deliver such information to Customer; provided, however, as between Provider and Customer, all information required to support Customer's use of Wholesale SMS will be supplied to Provider by Customer. Customer will have the sole responsibility to input, validate and maintain accurate information with respect to Customer's End Users, customers and/or Subscribers; Customer will furthermore be solely responsible for any and all support of and for its End Users, customers, and/or Subscribers as it relates to Wholesale SMS. CUSTOMER WILL INDEMNIFY AND HOLD PROVIDER HARMLES AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR END USERS TO COMPLY WITH THIS SECTION.
- b. **Availability Requirement:** Customer is responsible for maintaining continuous availability to receive SMS messages from Provider via IP connectivity. If Customer fails to maintain availability, Provider reserves the right to take any necessary corrective action.
- c. **Interoperability.** Customer and Provider will reasonably cooperate with each other to test to ensure interoperability between Provider and Customer's networks and systems. All necessary interoperability testing will be completed within a reasonable time not to exceed thirty (30) calendar days after Customer's execution of the SOF to which these Terms and Conditions are attached. If after completion of initial interoperability, Customer plans to make upgrades, updates and/or enhancements (collectively "**Configuration Changes**"), Customer will notify Provider prior to implementing a Configuration Change so that Customer and Provider may work together in good faith to determine how best to proceed regarding such Configuration Change. If at any time an interoperability condition occurs that adversely affects Provider's network that cannot be adequately remedied within a reasonable period of time, taking into consideration the severity of the interoperability condition and the effect on Provider's network, Provider may, at its sole discretion, suspend the provision of Wholesale SMS.
4. **Charges for Service, Billing, and Porting of Numbers.** Customer will pay Provider pursuant to the Rates set forth in the Rate Sheet. All such Rates and/or any other applicable charges, fees, including, without limitation, with respect to the porting of DID/DODs, will be subject to the MSA and, if applicable, the terms and conditions of Customer's underlying provider of voice service(s) that Customer purchases and to which Wholesale SMS has been added.
5. **Porting Numbers.** The porting of any TNs to be used in connection with Wholesale SMS will be governed by the terms and conditions applicable to any Wholesale SMS services or other voice origination services offered by Provider used in connection with Wholesale SMS.
6. **Forecasting.** From time to time, Provider may request from Customer a forecast of expected SMS message volumes. Customer will cooperate with such requests. If Customer anticipates changes in SMS message volumes, Customer will proactively contact Provider to review such changes. Provider will use commercially reasonable efforts to maintain adequate capacity to meet Customer provided forecasts. Provider's failure to adequately provide capacity, regardless of reason, will not constitute a breach of the MSA or these Terms and Conditions.
7. **Fraud.** Customer will not participate in or assist in any fraudulent SMS messaging, in any form or by any means, either by itself or any of its End Users. If Customer suspects, knows of, or should have known of any fraudulent SMS messaging, Customer will immediately stop all fraudulent SMS messaging and notify Provider. Customer acknowledges, understands and agrees that Provider does not provide, is not required to provide, and does not warrant, any fraud prevention. If Provider becomes aware of unusual SMS messaging volumes or

Bandwidth - Proprietary & Confidential Information

SMS – Terms and Conditions for use with MSA 6.5 – Updated June 12, 2015

Page 2 of 4

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



patterns, Provider will make commercially reasonable attempts to notify Customer; provided, however, Provider will have no obligation to notify Customer of any such volumes or patterns. Provider's sole obligation to Customer with respect to any actual, alleged or suspected fraudulent SMS messaging will be to reasonably cooperate with Customer, upon Customer's request and at no expense to Provider, to assist Customer's efforts to stop any fraudulent SMS messaging that Customer reports to Provider. Customer will be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent SMS messaging by Customer, Customer's End Users, or any other person or entity directly or indirectly utilizing Wholesale SMS. Notwithstanding anything in this Section 7 to the contrary, Customer is and will remain solely responsible for any and all SMS messaging, fraudulent or otherwise, and the terms and conditions of the MSA, including, without limitation, Section 10 of the MSA, will apply.

8. **Regulatory Responsibilities of Customer.** Customer (i) will be solely responsible for and will undertake all required action(s) before the FCC, any PUC, any state regulatory agency, any court or any other controlling regulatory bodies, agencies, commissions or other authority, (ii) will obtain any required governmental approval(s), and (iii) will fully comply with any and all applicable laws and regulations, including, without limitation, all applicable FCC requirements, such as CALEA and CPNI, in each case as such actions, approvals and/or laws and regulations apply or relate to the utilization of Wholesale SMS by Customer, Customer's End Users, Subscribers or any other person or entity to which Customer provides any services utilizing Wholesale SMS. Customer will be solely responsible for compliance by Customer (and by Customer's End Users, customers and/or Subscribers) with any applicable CTIA Guidelines applicable to any utilization of Wholesale SMS by Customer, Customer's End Users, Subscribers or any other person or entity to which Customer provides any services utilizing Wholesale SMS. Provider reserves the right to take any action necessary for Provider to comply with any applicable CTIA Guidelines.
9. **Relationship.** Provider has no relationship with or obligation to any of Customer's End Users or any other person or entity to which Customer provides any services utilizing Wholesale SMS, none of whom is a third party beneficiary of the MSA or this WVO Addendum. Customer is solely responsible for all pricing, billing and collections, and/or compliance with any applicable laws or regulations related to any services Customer provides to its End Users or any other person or entity to which Customer provides any services utilizing Wholesale SMS. Customer will provide technical support to Customer's End Users and will conduct customary problem resolution and troubleshooting activities directly with Customer's End Users to determine whether any condition affecting any Service(s) is attributable to Provider's network prior to reporting a Service Outage pursuant to Section 11 of the MSA.
10. **Use by Customer's End Users, Customers and/or Subscribers.** Customer will be solely responsible for the evaluation and qualification of Customer's actual and prospective End Users, customers and/or Subscribers' use cases to ensure such use cases follow applicable CTIA Guidelines for acceptable peer-to-peer traffic. Customer will obtain use cases from all of its End Users, customers and/or Subscribers and obtain the right to audit all such use cases. Customer will include a provision in all contracts with such End Users, customers and/or Subscribers to allow Customer to provide any use case to Provider, Provider's SMS messaging partners and the Tier-one Operator Community, including, without limitation, Verizon Wireless, T-Mobile USA, AT&T Wireless and Sprint Wireless. Provider will notify Customer of the Tier One Operator Community's approval and Provider will pass SMS messaging traffic only to the approving Tier-one Operators. Customer understands and agrees Provider does not make any representations or warranties with regard to the identification or blockage by Wholesale SMS of any spam, viruses, malware or inappropriate content. Prior to implementation of any prospective End User, customer or Subscriber of Customer, if requested by Provider, Customer will provide to Provider and Provider's messaging partners all use cases requested prior to implementation of such End User, customer or Subscriber and will provide all other information reasonably requested by Provider and/or Provider's messaging partners with respect to such End User, customer or Subscriber's anticipated use of Wholesale SMS to permit Provider and/or Provider's messaging partners to evaluate such anticipated use and to ensure that such use follows CTIA Guidelines for acceptable peer-to-peer traffic.
11. **Provider Right to Modify Terms and Conditions.** Provider may amend or modify these Terms and Conditions and/or Wholesale SMS pursuant to Section 8(b) of the MSA at any time.
12. **Conflicting or Controlling Terms.** In the event of any conflict between the MSA (exclusive of these Terms and Conditions) and these Terms and Conditions, then these Terms and Conditions will control with respect to any matter related to Wholesale SMS.
13. **Indemnification.** Customer will indemnify, defend, and hold harmless Provider, its officers, employees, agents, subsidiaries (such subsidiaries including but not limited to Bandwidth.com CLEC, LLC) and affiliates from and against any and all Customer or third party claims, costs, losses, damages or liability of whatever nature arising from or relating to Provider's provision of SMS to Customer, Customer's use (and use by Customer's End Users, customers and/or Subscribers) of SMS, and/or Customer's failure to comply with these Terms and Conditions, including, without limitation, any applicable CTIA Guidelines.
14. **Limitation of Liability.** EXCEPT PURSUANT TO SECTION 9 OF THE MSA, SECTION 4 ABOVE, SECTION 7 ABOVE, SECTION 10 ABOVE AND/OR SECTION 13 ABOVE, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS EXCEED ONE THOUSAND DOLLARS (\$1,000).
15. **Additional Terms.**

The following applies only if Customer utilizes Multimedia Messaging Service in connection with any TN to which Wholesale SMS applies:


Bandwidth - Proprietary & Confidential Information

SMS – Terms and Conditions for use with MSA 6.5 – Updated June 12, 2015

Page 3 of 4

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



Multimedia Messaging Service (“MMS”) delivers messages between Customer-provided IP address(es) or domain(s) and Provider’s Wholesale SMS facilities if such messages include multimedia content and/or text messages in excess of 160 characters in length. Customer acknowledges and agrees that MMS interoperability is an evolving standard. Messages are exchanged between service providers on a best efforts basis and Provider does not guarantee delivery. Customer will pay Provider with respect to MMS pursuant to the Rates set forth in the Rate Sheet. All terms and conditions applicable to Wholesale SMS pursuant to the MSA, these Terms and Conditions or otherwise also will apply to MMS. For clarity, Customer will be solely responsible for compliance by Customer (and by Customer’s End Users, customers and/or Subscribers) with any CTIA Guidelines applicable to any utilization of MMS by Customer, Customer’s End Users, Subscribers or any other person or entity to which Customer provides any services utilizing MMS.

If there are termination fees or other related charges levied by a carrier or any third party for the traffic processed by Provider on behalf of Customer, Provider will pass on to Customer those fees and any fees required to support the transaction. Provider will, to the extent reasonably practicable, notify Customer in writing (including email notification) in advance of any charge or fee assessed by a third party in connection with Customer’s receipt of the Services set forth herein, including, without limitation, any carrier or other third party termination fees or other fees. If it is not reasonably practicable for Provider to provide advance notice to Customer of any such fees, Provider will provide such notice promptly upon the date Provider is notified that such fees have commenced. However, regardless of when Provider provides notice to Customer as described above, Customer will be fully responsible for all such fees incurred, until Provider receives the Customer Rejection (as defined below) and further provided that, as between Customer and Provider only, Provider has sole control over the cessation of such fees on Customer’s behalf.

If Customer elects to reject any such fees described in the immediately preceding paragraph from the date of notice forward, Customer will notify Provider in writing (including email notification) that it rejects such fees going forward (“Customer Rejection”). Upon Provider’s receipt of the Customer Rejection, and depending upon the nature of the applicable fees, as determined by Provider in Provider’s reasonable discretion, Provider will cease exchanging MMS with such third party on behalf of Customer within thirty (30) business days thereafter.

The following applies only if Customer uses Short Codes:

A “**Short Code**” is a 5, or 6 digit number that represents either the originating or terminating end of an SMS conversation, as the case may be. Short Codes are associated with one or more Campaigns. A “**Campaign**” is an SMS-based one-way or two-way conversation that an End User “opts in” to receive; Campaigns are assigned to one or more Short Code(s). A “**Premium Short Code**” is any Short Code that results or would result in a charge to the End User exceeding any applicable Rate associated with the transmission of the SMS itself; for example, any Short Code that would result in a charge to the End User’s (excluding any charge associated with the transmission of the SMS itself and/or any applicable usage of data associated with the transmission of the SMS), including, without limitation, any charitable contribution or donation resulting from such Short Code, would constitute a Premium Short Code.

Customer may access available common Short Codes (excluding Premium Short Codes) through Provider’s Electronic Tools. Provider will route any applicable SMS with respect to any applicable Short Code to applicable aggregator(s), which aggregator(s) gather(s) and manage(s) Short Codes from applicable content provider(s) associated with the applicable Short Code. Customer’s use of all Short Codes will comply with applicable CTIA Guidelines and/or any guidelines established from time to time by the Mobile Marketing Association.

The following applies only if Customer obtains Wholesale SMS as a product without Origination pursuant to any applicable SOF:

TN Availability. Provider will exercise commercially reasonable efforts to gain access to requested TN quantities, but Provider does not guarantee TN availability. Provider may, upon fourteen (14) business days prior written notice, reclaim any TNs that have not been used to pass traffic within the immediately preceding 120 day period. Provider will not reclaim a TN without prior written notice to Customer followed by such fourteen (14) business day cure period if Customer remedies such non-use during such fourteen (14) day cure period.

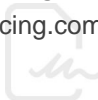
Porting Numbers. Provider will require a completed and signed Letter of Authorization (“**LOA**”) for any existing telephone numbers Customer wishes to port from another carrier to Provider. Provider may require a recent copy of the current phone bill which contains Customer’s Billing Telephone Number (“**BTN**”) as well as a record of any numbers that need to be ported. Provider must receive necessary LOA(s) and/or bill copy(ies) before Provider 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 Provider. The Confirmed Port Date interval may in some cases take as long as one (1) to two (2) business weeks after Customer initiates the port request; since the port interval is a product of the accuracy of the information provided to Provider by Customer, as well as the processing speed of Customer’s current voice provider, Provider makes no guarantees regarding the promptness of a port, however all ports will be provided consistent with applicable law.

Forecasting. From time to time, Provider may request from Customer a forecast of expected Usage volumes and/or TN procurement. Customer will cooperate with such requests. In the event Customer anticipates changes in Usage volumes, Customer will proactively contact Provider to review such changes. Provider will use commercially reasonable efforts to maintain adequate capacity to meet Customer provided forecasts. Provider’s failure to adequately provide capacity, regardless of reason, will not constitute a breach of the MSA or these Terms and Conditions.

(The remainder of this page is intentionally left blank.)

Bandwidth - Proprietary & Confidential Information

Daniel Crinion
E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard
E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer





bandwidth

900 Main Campus Drive, Suite 500
Raleigh, NC 27606

TERMINATION – TERMS AND CONDITIONS

These Termination - Terms and Conditions (the “**Terms and Conditions**”) supplement the Master Service Agreement (the “**MSA**”) (including any Exhibits, SOFs, Rate Sheet(s), Service Agreement(s), and any other attachments to the MSA, all of which are fully incorporated by reference within these Terms and Conditions). Capitalized terms not elsewhere defined in these Terms and Conditions will have the meaning ascribed to them in the MSA or any applicable SOF.

- 1. Service Description.** Wholesale Voice Termination (“**Wholesale Voice Termination**”) provides the termination of IP voice traffic from Customer’s premises to the PSTN or an On-Net IP-enabled endpoint. **WHOLESALE VOICE TERMINATION IS AN OUTBOUND CALL TERMINATION SERVICE ONLY AND DOES NOT INCLUDE 911 / E911. WHOLESALE VOICE TERMINATION EXCLUDES THE FOLLOWING:**

- a) Inbound Calling;
- b) 911 / E911;
- c) Operator Services;
- d) Collect Calling;
- e) Any and all other operator, assisted, or intercept calling services;
- f) Class 5 Features; and/or
- g) 976, 900, and 1010xxx calling.

If applicable, Provider will exercise commercially reasonable efforts to provide N11 Services, including, but not limited to, 411, 511, 711, 811 and NPA-555-xxxx (“**N11 Services**”) as follows: (i) Provider will provide Customer with a valid telephone number for any published business or residential listing within the United States and Canada; Provider also may provide “reverse lookup” information, including the name or owner of a particular TN, upon caller’s request; (ii) Director Assistance Services will be available 24 hours a day, seven days a week, 365 days a year; (iii) calls for Directory Assistance Services will be answered within six seconds of connection, regardless of time of day, 85% of the time; (iv) Provider will maintain a minimum database accuracy rating of 95%; and (v) Provider will maintain a successful fulfillment rate of 93%. Provider will route all calls for N11 Services based on the originating ten-digit number received to determine the appropriate receiving party for the type of call for N11 Services place; Provider is not responsible for the routing of calls to an incorrect receiving party if the originating ten-digit number received is not located or associated with the given local or regional receiving party.

- 2. 911 / E911 MATTERS.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THESE TERMS AND CONDITIONS WILL BE STRICTLY LIMITED TO THE PROVISION OF WHOLESALE VOICE TERMINATION TO CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT WHOLESALE VOICE TERMINATION DOES NOT CONSTITUTE “INTERCONNECTED VOIP SERVICE” AS DEFINED IN 47 C.F.R. PART 9 AND, THEREFORE, **NO E911 SERVICE OR BASIC 911 SERVICE WILL BE PROVIDED BY PROVIDER TO CUSTOMER, ANY END-USERS, OTHER CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY PURSUANT TO THESE TERMS AND CONDITIONS OR THE WHOLESALE VOICE TERMINATION CONTEMPLATED BY THESE TERMS AND CONDITIONS.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT PROVIDER HAS NO INTENT TO AND WILL NOT PROVIDE 911 / E911 SERVICE PURSUANT TO THESE TERMS AND CONDITIONS OR THE WHOLESALE VOICE TERMINATION CONTEMPLATED BY THESE TERMS AND CONDITIONS. CUSTOMER WILL NOT REPRESENT IN ANY WAY OR THROUGH ANY MEANS TO ANY END-USERS, CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY THAT PROVIDER PROVIDES ANY 911 / E911 SERVICE PURSUANT TO THESE TERMS AND CONDITIONS OR THE WHOLESALE VOICE TERMINATION CONTEMPLATED BY THESE TERMS AND CONDITIONS. CUSTOMER REPRESENTS AND WARRANTS TO PROVIDER THAT, IF CUSTOMER IS AT ANY TIME REQUIRED TO PROVIDE ANY 911 / E911 SERVICES DUE TO ANY TELECOMMUNICATIONS RELATED SERVICES CUSTOMER SELLS OR PROVIDES TO CUSTOMER’S END-USERS, CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY AT ANY TIME THAT ARE, IN WHOLE OR IN PART, ENABLED BY THE WHOLESALE VOICE TERMINATION CONTEMPLATED BY THESE TERMS AND CONDITIONS, THEN CUSTOMER WILL ENSURE THAT 911 / E911 SERVICES ARE FULLY PROVIDED IN COMPLIANCE WITH SUCH 47 C.F.R. PART 9.

The terms and conditions applicable to the Service and/or any DID, DID/DOD, TFN and/or TN at any time will be identified through an Electronic Tool, the ordering process and/or other means.

Customer is strictly prohibited from displaying on any outbound caller ID any number for which Customer has not obtained from either Provider or any other third party 911 Services with respect to such number. By displaying any number in any outbound caller ID, Customer represents and warrants to Provider that Customer has obtained from either Provider or any other third party 911 Services with respect to such number.

Customer understands the inherent limitations in the Service(s) provided by Provider, including, without limitation, the fact that the Service(s) does not include inbound calling and does not provide 911 / E911. Customer will advise in writing all End Users obtaining service by or through Customer of the inherent limitations in the Service(s) provided by Provider, including, without limitation, the fact that the Service(s) does not include inbound calling and does not provide 911 / E911. **CUSTOMER WILL INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL**

Bandwidth - Proprietary & Confidential Information

Termination – Terms and Conditions for use with MSA 6.5 – Updated June 12, 2015

Document No. TERM-00012897

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO

Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer

LOSSES, CLAIMS, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO THE END USER OF ANY SERVICES FOR OUTBOUND CALLING. CUSTOMER WILL INDEMNIFY AND HOLD PROVIDER HARMLESS AGAINST ANY AND ALL CLAIMS AND/OR EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR ANY RESELLER TO COMPLY WITH THIS SECTION.

3. IP Originated Usage. Customer represents and warrants to Provider that all Customer termination calls and/or Usage will be IP Originated.

(i) Customer represents and warrants to Provider that all of the services and capacity to be purchased from Provider will be used by Customer to provide an “enhanced service” as defined in 47 C.F.R. Section 64.702(a) and/or an “information service” as defined in 47 U.S.C. Section 153(24).

(ii) If any ruling, decision or determination by the FCC, a PUC, any state regulatory agency, or any court concerning internet-enabled calls is inconsistent with the description of an IP Originated call as described in these Terms and Conditions, Provider reserves the right to modify or amend the description to be consistent with such ruling, decision or determination. If any such modification or amendment materially adversely affects Customer, then Customer will have thirty (30) calendar days after such amendment or modification to notify Provider in writing of such material adverse effect. Section 14 of the MSA will apply upon Customer’s delivery of such notice to Provider. If Customer fails to notify Provider in writing within such thirty (30) calendar day period, Customer will have accepted such amendment or modification.

(iii) If any third party asserts at any time that any of Customer’s calls and/or Usage is not IP Originated, Customer will, at Customer’s sole expense, cooperate with Provider and provide reasonable evidence (including but not limited to providing [or causing End Users to provide] Provider with call detail records) to demonstrate that any applicable calls are IP Originated.

(iv) If it is determined at any time that any calls and/or Usage sent to Provider by Customer for termination are not IP Originated, in addition to any applicable Rates, Customer will pay Bandwidth the Non-IP Originated Surcharge provided in any applicable SOF or Rate Sheet.

4. Connection; Customer’s Responsibilities. Customer must connect to Provider’s network in a manner and at locations determined by Provider. Subject to Provider’s prior written approval, the connection may be made: (i) via the Public Internet, and/or (ii) via a dedicated interconnection to Provider’s network if Customer has been approved for and has executed an agreement for such connection. Customer will, at Customer’s sole cost and liability as between Customer and Provider, be solely responsible for (i) providing and successfully installing any and all equipment, software and the like necessary for End Users to use any service offered or sold by Customer; (ii) obtaining and providing to Provider, prior to installation of any applicable Wholesale Voice Termination services, the IP address(es) for any applicable proxy server, Customer application and/or any other applicable hardware/software solution; and (iii) any and all support for any End User to which Customer offers or sells services. For clarity, with respect to any and all Class 5 Features Customer may offer to Customer’s End Users from time to time, Customer will provide to Provider any and all accurate information required to support Wholesale Voice Termination with respect to such services, even if Customer obtains such information from Customer’s applicable End Users. CUSTOMER WILL INDEMNIFY AND HOLD PROVIDER HARMLESS AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR END USERS TO COMPLY WITH THIS SECTION.

5. Interoperability. Customer and Provider will reasonably cooperate with each other to test to ensure interoperability between Provider and Customer’s networks and systems. All necessary interoperability testing will be completed within a reasonable time not to exceed thirty (30) calendar days after Customer’s execution of the SOF to which these Terms and Conditions is attached. If after completion of initial interoperability, Customer plans to make upgrades, updates and/or enhancements (collectively “**Configuration Changes**”), Customer will notify Provider prior to implementing a Configuration Change so that Customer and Provider may work together in good faith to determine how best to proceed regarding such Configuration Change. If at any time an interoperability condition occurs that adversely affects Provider’s network that cannot be adequately remedied within a reasonable period of time, taking into consideration the severity of the interoperability condition and the effect on Provider’s network, Provider may, at its sole discretion, suspend the provision of Wholesale Voice Termination.

6. Charges and Rates. Customer represents and warrants to Provider that Customer has received the Rates described in the Rate Sheet.

If the Rate Sheet does not include Flat Rates, this paragraph will apply: Such Rates will apply if Customer commences using Wholesale Voice Termination within seven (7) calendar days of the “as of” (ao) date in the electronic file name of such Rates. If such “as of” (ao) date in the electronic file name of such Rates is more than seven (7) calendar days prior to Customer’s receipt of such electronic file, then such Rates may not be valid and Customer must obtain a new electronic file of Rates from Customer’s sales or support contact with Provider. **All Rates are subject to change upon seven (7) calendar days prior notice.** Provider will send such prior notice to Customer via email to Customer’s “Contact Name” as recorded in the “Customer Contacts for Rate Change Notice” section on the SOF. Customer will be deemed to have received and accepted such changed Rates upon Provider’s transmission of the email(s) containing the electronic file(s).

Call Rating: Wholesale Voice Termination only provides Interstate, Intrastate, and, if expressly contracted in writing, International call Termination. No outbound local calling or inbound calling service is provided. Provider will determine the distinction and jurisdiction of Interstate versus Intrastate versus International call Termination based on (i) (x) the originating Automatic Number Identification (“**ANI**”) as determined by Provider in accordance with customary industry standards, and (y) the dialed TN as determined in accordance with customary industry standards, or (ii) if the Rates provided to Customer pursuant to any applicable Rate Sheet include Rate Decks based on Location Routing Number(s) (“**LRN**”), (x) the originating ANI as determined by Provider in accordance with customary industry

Bandwidth - Proprietary & Confidential Information

Termination – Terms and Conditions for use with MSA 6.5 – Updated June 12, 2015

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer



standards, and (y) (1) the LRN associated with the dialed TN as determined by Provider in accordance with customary industry standards, or (2) if the dialed TN does not have an associated LRN, then the dialed TN itself in accordance with customary industry standards. If Provider determines, in its sole discretion, that Provider cannot accurately apply Rates due to an invalid or omitted originating ANI, and the terminating rating jurisdiction is not International, Provider will apply the prevailing Intrastate Termination Rate associated with the dialed TN. If an invalid or omitted originating ANI results in Provider incurring access charges, local exchange carrier "DIP" fees or other similar fees or charges from or by any third party, Provider will invoice Customer for any and all such fees and charges in addition to any applicable Usage Rates.

Interstate Termination Rates: Provider will invoice all Interstate Termination pursuant to the applicable Rates set forth in the SOF. Rates set forth in the SOF may be provided on either a NPA-NXX-X or LATA/OCN basis; provided, however, for billing purposes, Provider will rate and invoice for all calls based upon NPA-NXX-X Rate Type. Unless otherwise expressly agreed in the SOF, all Interstate Rates are subject to change upon seven (7) calendar days prior notice from Provider. Provider does not guarantee call delivery and may block specific routes at any time in accordance with applicable law.

Intrastate Termination Rates: Provider will invoice all Intrastate Termination pursuant to the applicable Rates set forth in the SOF. Rates set forth in the SOF may be provided on either a NPA-NXX-X or LATA/OCN basis; provided, however, for billing purposes, Provider will rate and invoice for all calls based upon NPA-NXX-X Rate Type. Unless otherwise expressly agreed in the SOF, all Intrastate Rates are subject to change upon seven (7) calendar days prior notice from Provider. Provider does not guarantee call delivery and may block specific routes at any time in accordance with applicable law.

International Rates: If Customer and Provider have executed an agreement providing for International Call Termination, applicable Rates will be as set forth in any such agreement. If Customer terminates a call to an International Call Termination destination, and Customer and Provider have not executed an agreement providing for International Call Termination, and/or Provider has not provided Customer with Rates applicable to such call(s), then Provider's then-prevailing applicable Rates as posted at www.bandwidth.com/resources/legal will apply. Unless otherwise expressly agreed in the SOF, all Rates applicable to International Call Termination are subject to change upon five (5) calendar days prior notice from Provider. Provider does not guarantee call delivery and may block specific routes at any time in accordance with applicable law.

Billing increments are set forth below:

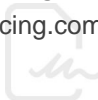
Terminating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	6	6
International	30	6

- Call Completion.** Wholesale Termination service is generally available to the termination calling destinations for which Customer has been provided Rates. Subject to compliance with applicable law, Provider reserves the right to block or otherwise restrict termination of calls to any and all termination calling destinations, whether or not included in Rates provided to Customer, and without notice to Customer. Provider does not guarantee call completion, and the failure to complete any or all calls, regardless of reason, will not constitute a breach of this Agreement. Wholesale Voice Termination pursuant to these Terms and Conditions does not include International Call Termination unless expressly agreed in writing. Provider does not guarantee call completion, and the failure to complete any or all calls, regardless of reason, shall not constitute a breach of the MSA, the SOF and/or these Terms and Conditions. NO SERVICE LEVEL AGREEMENT OR SLA APPLIES TO WHOLESALE VOICE TERMINATION.
- Forecasting.** From time to time, Provider may request from Customer a forecast of expected termination Usage volumes. Customer will cooperate with such requests. If Customer anticipates changes in termination Usage volumes, Customer will proactively contact Provider to review such changes. Provider will use commercially reasonable efforts to maintain adequate capacity to meet Customer provided forecasts. Provider's failure to adequately provide capacity, regardless of reason, will not constitute a breach of the MSA or these Terms and Conditions.
- Customer Responsibility to Control and Manage Traffic.** In addition to any other terms and conditions of the MSA, the SOF and/or these Terms and Conditions, Customer will bear the following responsibilities in connection with Provider's provision of Wholesale Voice Termination: (i) Customer will manage the integrity of the traffic egressing Customer's network, (ii) Customer will screen and block calls destined to (x) invalid single numbers, (y) unassigned NPA-NXX-X, and/or (z) numbers with invalid formats; (iii) in addition to Customer's obligations pursuant to Section 10 below of these Terms and Conditions, Customer will manage and correct, as necessary, any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm Provider's network. If Customer fails to comply with the foregoing obligations of this Section 9, (i) Provider will have the right (but not the obligation) to take protective action against Customer to protect Provider's egress network. Provider's protective actions may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved in Provider's reasonable discretion, and (ii) Provider will not be obligated to meet any Service Level Agreement, if any.
- Fraud.** Customer will not participate in or assist in any fraudulent termination Usage, in any form or by any means, either by itself or any of its End Users. If Customer suspects, knows of, or should have known of any fraudulent termination Usage, Customer will immediately stop all fraudulent termination Usage and notify Provider. Customer acknowledges, understands and agrees that Provider does not provide, is not required to provide, and does not warrant, any fraud prevention. If Provider becomes aware of unusual Usage volumes or patterns, Provider will make commercially reasonable attempts to notify Customer; provided, however, Provider will have no obligation to notify Customer of any such volumes or patterns. Provider's sole obligation to Customer with respect to any actual, alleged or suspected fraudulent termination Usage will be to reasonably cooperate with Customer, upon Customer's request and at no expense to Provider, to

Bandwidth - Proprietary & Confidential Information

Termination – Terms and Conditions for use with MSA 6.5 – Updated June 12, 2015

Daniel Crinion
 E-signed 2015-10-09 09:27AM CDT
 dcrinion@unlimitedconferencing.com
 CTO



Stephen Leonard
 E-signed 2015-10-09 11:44AM EDT
 sleonard@bandwidth.com
 Chief Operating Officer



assist Customer's efforts to stop any fraudulent termination Usage that Customer reports to Provider. Customer will be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent termination Usage by Customer, Customer's End Users, or any other person or entity directly or indirectly utilizing Wholesale Voice Termination. Notwithstanding anything in this Section 10 to the contrary, Customer is and will remain solely responsible for any and all termination Usage, fraudulent or otherwise, and the terms and conditions of the MSA, including, without limitation, Section 10 of the MSA, will apply.

11. **Regulatory Responsibilities of Customer.** Customer (i) will be solely responsible for and will undertake all required action(s) before the FCC, any PUC, any state regulatory agency, any court or any other controlling regulatory bodies, agencies, commissions or other authority, (ii) will obtain any required governmental approval(s), and (iii) will fully comply with any and all applicable laws and regulations, including, without limitation, all applicable FCC requirements, such as CALEA and CPNI, in each case as such actions, approvals and/or laws and regulations apply or relate to the utilization of Wholesale Voice Termination by Customer, Customer's End Users, or any other person or entity to which Customer provides any services utilizing Wholesale Voice Termination.
12. **Relationship.** Provider has no relationship with or obligation to any of Customer's End Users or any other person or entity to which Customer provides any services utilizing Wholesale Voice Termination, none of whom is a third party beneficiary of the MSA or these Terms and Conditions. Customer is solely responsible for all pricing, billing and collections, and/or compliance with any applicable laws or regulations related to any services Customer provides to its End Users or any other person or entity to which Customer provides any services utilizing Wholesale Voice Termination. Customer will provide technical support to Customer's End Users and will conduct customary problem resolution and troubleshooting activities directly with Customer's End Users to determine whether any condition affecting any Service(s) is attributable to Provider's network prior to reporting a Service Outage pursuant to Section 11 of the MSA.
13. **Call Detail Records.** If Provider makes CDRs available to Customer via an API at any time, Customer will obtain API documentation from Provider. Provider does not guarantee CDR availability, nor does it warrant the accuracy of the data available via API; the failure to provide CDRs, regardless of reason, will not constitute a breach of the MSA or these Terms and Conditions.
14. **Provider Right to Modify Terms and Conditions.** Provider may amend or modify these Terms and Conditions and/or Wholesale Voice Termination pursuant to Section 8(b) of the MSA at any time.
15. **Conflicting or Controlling Terms.** In the event of any conflict between the MSA (exclusive of these Terms and Conditions) and these Terms and Conditions, then these Terms and Conditions will control with respect to any matter related to Wholesale Voice Termination.

(The remainder of this page is intentionally left blank.)


Bandwidth - Proprietary & Confidential Information

Termination – Terms and Conditions for use with MSA 6.5 – Updated June 12, 2015

Page 4 of 4

Daniel Crinion

E-signed 2015-10-09 09:27AM CDT
dcrinion@unlimitedconferencing.com
CTO



Stephen Leonard

E-signed 2015-10-09 11:44AM EDT
sleonard@bandwidth.com
Chief Operating Officer














Datatel Services Inc. - MSA, Commit, SOF, Rate Sheet, T&Cs


Adobe Document Cloud Document History

October 09, 2015


Created:	October 09, 2015
By:	Bandwidth Contracts (wandecontracts@bandwidth.com)
Status:	SIGNED
Transaction ID:	XTTVP2N2G5T2H6E

“Datatel Services Inc. - MSA, Commit, SOF, Rate Sheet, T&Cs” History

-  Document created by Bandwidth Contracts (wandecontracts@bandwidth.com)
October 09, 2015 - 8:49:37 AM EDT - IP address: 136.146.210.8
-  Document emailed to Daniel Crinion (dcrinion@unlimitedconferencing.com) for signature
October 09, 2015 - 8:50:31 AM EDT
-  Document viewed by Daniel Crinion (dcrinion@unlimitedconferencing.com)
October 09, 2015 - 10:25:02 AM EDT - IP address: 24.173.215.210
-  Document emailed to Bandwidth Contracts (wandecontracts@bandwidth.com) for signature
October 09, 2015 - 10:27:13 AM EDT
-  Document e-signed by Daniel Crinion (dcrinion@unlimitedconferencing.com)
Signature Date: October 09, 2015 - 10:27:13 AM EDT - Time Source: server - IP address: 24.173.215.210
-  Document viewed by Bandwidth Contracts (wandecontracts@bandwidth.com)
October 09, 2015 - 10:27:45 AM EDT - IP address: 66.249.83.188
-  Document signing delegated to Stephen Leonard (sleonard@bandwidth.com) by Bandwidth Contracts (wandecontracts@bandwidth.com)
October 09, 2015 - 10:28:56 AM EDT - IP address: 216.82.234.65
-  Document emailed to Stephen Leonard (sleonard@bandwidth.com) for signature
October 09, 2015 - 10:28:57 AM EDT
-  Document viewed by Stephen Leonard (sleonard@bandwidth.com)
October 09, 2015 - 10:34:07 AM EDT - IP address: 66.249.83.188

 Document e-signed by Stephen Leonard (sleonard@bandwidth.com)

Signature Date: October 09, 2015 - 11:44:55 AM EDT - Time Source: server - IP address: 66.87.83.150

 Signed document emailed to Bandwidth Contracts (wandecontracts@bandwidth.com), Stephen Leonard (sleonard@bandwidth.com), Shane Martin (smartin@bandwidth.com) and Daniel Crinion (dcrinion@unlimitedconferencing.com)

October 09, 2015 - 11:44:55 AM EDT