

Emergency Services Supplemental Legal Terms

Customer's use of the Emergency Services is subject to Customer's compliance with these Emergency Services Supplemental Legal Terms ("**Supplemental Terms**"), which are fully incorporated into the Communications Services Agreement or any other separate written agreement entered into between the Parties in which Customer is expressly authorized to use the Services solely for its own internal business purposes, as applicable (the "**Services Agreement**"). Capitalized terms not defined elsewhere in these Supplemental Terms will have the meaning ascribed to them in the Services Agreement, the applicable Product Terms, or any applicable Order Form.

1. Geographic or Service Limitations

Emergency Services are only available with the purchase of the Services and through Bandwidth switching facilities equipped to provide Emergency Services. Bandwidth may provide enhanced emergency service communications to an Emergency Services Authority (ESA) in order to support the enhanced functionality.

2. Equipment Configuration; Technical Specifications; Testing

2.1 Equipment Configuration. Customer will ensure that all Customer equipment is configured properly to utilize the applicable Services. For clarity, this requirement includes, without limitation, the proper configuration of any and all ethernet switches, ethernet cabling, workstations, servers and operating systems.

2.2 Customer Technical Specifications. Customer will provide Bandwidth with the technical specifications necessary for proper network design and installation, and a description of any special arrangements required to accommodate the provisioning of Emergency Services for Customer. Bandwidth reserves the right not to provision or modify certain features or communications services for Customer if Bandwidth determines, in its sole discretion, that such provisioning or modification would adversely affect the Emergency Services or Bandwidth's network.

2.3 Customer Testing. Customer and Bandwidth will cooperatively perform testing of the Emergency Services during and/or upon completion of Customer's initial configuration and installation; upon request, Customer will share the written results of such testing with Bandwidth. Customer is solely responsible for testing the Emergency Services after installation and periodically throughout the applicable Services Term. If Customer identifies any issue with the Services, Customer will immediately notify Bandwidth.

3. Customer Must Provision Valid and Lawful Location Information

3.1 Location Information. For each TN, Customer must provide Bandwidth with accurate and valid Location Information. If location information is found to be invalid, incomplete, or insufficient, Customer is solely responsible for updating or correcting the missing or incomplete information. Bandwidth is not responsible for any routing errors that may occur while invalid location information is outstanding. This requirement applies to TNs purchased from Bandwidth directly and/or TNs ported into your Bandwidth account.

3.2 Updating End User Information. Customer must promptly update Bandwidth, in the manner designated by Bandwidth, with any change to an End User's Location Information. Customer acknowledges and understands that (1) in certain jurisdictions, the change of an End User's Location Information may not take effect for up to seven (7) business days, and (2) Customer is solely responsible for informing the impacted End User(s) of any such delay and ensuring that the impacted End User(s) has access to an alternative method for placing Emergency Services calls until such time as the updated

Location Information has taken effect. Customer will provide Automatic Number Identification (ANI) with every End User call presented to Bandwidth for Emergency Services processing. Bandwidth will have no obligation to provide Emergency Services with respect to any call from an MLTS End User that does not include ANI and will not be liable for any claims arising from any efforts undertaken by Bandwidth to provide Emergency Services under such circumstances.

3.3 PSTN Emergency Call Routing. Customer acknowledges, understands and agrees that if Customer chooses to adopt the PSTN emergency call routing option for appropriate and approved use case scenarios, 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 Bandwidth. Customer will not be responsible for any charges that are due to error, fault or failure of Bandwidth's network or calling services.

4. Customer Must Provision and Display Authorized TNs and Addresses

4.1 Display Restrictions. Customer is prohibited from displaying or transmitting on any Emergency Services call, any telephone number that Customer has not obtained from either Bandwidth, or another third party emergency services provider. By displaying any number in any Emergency Services call, the Customer represents and warrants to Bandwidth that Customer has obtained that number from either Bandwidth or another emergency services provider.

4.2 TN Inventory. Upon request, Customer will provide Bandwidth with an accurate and complete inventory detailing the total number of TNs being implemented on Bandwidth's platform and the associated address or serving ESA for each TN.

4.3 Information Provided to ESA. Bandwidth will provide to the applicable ESA the name, address and TN information Customer provides to Bandwidth pursuant to Section 3.1. For any Emergency Services communication, Bandwidth will only provide to the applicable ESA such information about Customer's facilities, network and/or station equipment as Customer makes available to Bandwidth for transmission to the ESA.

5. Landline and/or VoIP End User Records Only

Customer will upload only landline and/or VoIP End User Records into Bandwidth's database; if Customer wishes to add End Users of cellular or wireless communications services at any time, Customer and Bandwidth will mutually execute a separate written agreement with respect to any such cellular or wireless End Users.

6. Privacy Waiver for Any Non-Published Information

Customer and its End User or any party making an Emergency Services call 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 applicable ESA. Customer agrees to instruct its End Users not to block their TN number on their handsets when using Emergency Services.

7. End User Notification Requirements

7.1 Service Limitations. Customer acknowledges and agrees that Emergency Services delivered using VoIP or IP-enabled technologies perform differently from traditional landline Emergency Services. Customer will comply with all laws and government regulations for Emergency Services and inform its End Users and any party using (or any party that might use) Emergency Services of any differences between traditional Emergency Services and VoIP or IP-based Emergency Services.

7.2 Disclaimers. Bandwidth will not be responsible if Emergency Services are unavailable due to loss of power or if certain Emergency Services features are not compatible with locally-designated emergency numbers (ex. 911 or 112).

7.3 Required Notices. Customer will provide End Users with notice of service limitations in a manner and form required by applicable law and/or regulation as relates to the Services.

8. Emergency Call Center Services

8.1 Generally. Any End User or Customer facilities originating Emergency Service calls that are received by Bandwidth's service platform for which no calling number record can be found in Bandwidth's database will be routed to an emergency call center for handling. Emergency Service calls that originate from TFNs also will be routed to an emergency call center for handling. Calls that are routed to emergency call centers will incur charges as specified in the Rate Sheet.

8.2 End User Records. Customer will utilize any of Bandwidth's or Bandwidth's approved third party's provisioning tools for the sole purpose of loading End User Records into Bandwidth's database. All information returned by Bandwidth during validation will be used solely to support the Emergency Services.

8.3 Alternative Access. Customer acknowledges it has been advised to maintain an alternate method of contacting emergency service providers, such as a traditional telephone line. Customer is responsible for informing End Users of alternate means to contact emergency services personnel. Where applicable, an Emergency Services communication made on a mobile device should default through the mobile network provider.

9. Definitions

9.1 Automatic Number Identification (ANI) means an identifier that provides the telephone number of the calling party and may be used as the call back number.

9.2 Emergency Services Authority (ESA) means any organization or governmental agency designated to receive and process calls or communications for Emergency Services. An ESA may include a public safety answering point, emergency call center or other entity as required by local law or regulation.

9.3 End User Records means a record associated with an End User resident in Bandwidth'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 an emergency call.

9.4 IP means Internet Protocol.

9.5 Multiline Telephone Systems (MLTS) means a communications system typically used in enterprise settings such as hotels, offices, and campuses, which is comprised of common control units, telephone sets, control hardware and software and adjunct systems, including network and premises based systems, such as Centrex and VoIP, as well as PBX, Hybrid, and Key Telephone Systems (as classified by the Commission under part 68 of title 47, Code of Federal Regulations), and includes systems owned or leased by governmental agencies and non-profit entities, as well as for profit businesses.

9.6 PSTN means the Public Switched Telephone Network.

9.7 Telephone Number (TN) means a PSTN telephone number assigned by Bandwidth to Customer (or that Customer ports to Bandwidth) (other than a TFN) and is used by Customer in connection with any applicable Service.

9.8 TFN means a Toll Free number that is assigned by Bandwidth to Customer (or that Customer ports to Bandwidth) for use with the Bandwidth Toll Free Service.

9.9 Toll Free Calling or Toll Free means a call placed to a Toll Free number.

9.10 Toll Free Service means an IP termination service for PSTN originated calls to terminate to TFNs provided by Bandwidth.