

## **Phonebooth OnDemand Supplement**

**YOU HAVE PREVIOUSLY ENTERED INTO A TERMS OF SERVICE AND LICENSE AGREEMENT (THE “AGREEMENT”) WITH BANDWIDTH.COM, INC. (“BANDWIDTH.COM”). CAPITALIZED TERMS THAT ARE NOT DEFINED IN THIS SUPPLEMENT ARE AS DEFINED IN THE AGREEMENT.**

**THIS PHONEBOOTH ONDEMAND SUPPLEMENT (THE “SUPPLEMENT”) SUPPLEMENTS THE AGREEMENT, WHICH IS INCORPORATED IN THIS SUPPLEMENT BY REFERENCE.**

**IF ANY TERMS AND CONDITIONS OF THIS SUPPLEMENT CONTRADICT ANY TERMS AND CONDITIONS OF THE AGREEMENT, THE TERMS AND CONDITIONS OF THIS SUPPLEMENT WILL CONTROL.**

**PLEASE READ THIS SUPPLEMENT CAREFULLY.**

**BY CLICKING “I AGREE,” YOU ARE AGREEING TO THIS SUPPLEMENT ON BEHALF OF CUSTOMER. YOUR AGREEMENT TO THIS SUPPLEMENT WILL BE AN AGREEMENT BETWEEN CUSTOMER AND BANDWIDTH.COM. YOU REPRESENT AND WARRANT TO BANDWIDTH.COM THAT YOU HAVE AUTHORITY TO BIND CUSTOMER TO THIS SUPPLEMENT.**

**IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SUPPLEMENT, YOU ARE NOT AUTHORIZED TO USE PHONEBOOTH ONDEMAND.**

**THIS SUPPLEMENT IS SUBJECT TO CHANGE FROM TIME TO TIME AS DETERMINED BY BANDWIDTH.COM IN ITS SOLE DISCRETION. MODIFIED AND/OR UPDATED VERSIONS OF THIS SUPPLEMENT WILL BE POSTED AT [WWW.PHONEBOOTH.COM/LEGAL/ONDEMAND](http://WWW.PHONEBOOTH.COM/LEGAL/ONDEMAND). CUSTOMER SHOULD CHECK [WWW.PHONEBOOTH.COM/LEGAL/ONDEMAND](http://WWW.PHONEBOOTH.COM/LEGAL/ONDEMAND) REGULARLY FOR MODIFIED AND/OR UPDATED VERSIONS OF THIS SUPPLEMENT.**

**BANDWIDTH.COM WILL PROVIDE CUSTOMER NOTICE OF ANY MATERIAL CHANGES TO PHONEBOOTH ONDEMAND AND/OR THIS SUPPLEMENT. MODIFIED AND/OR UPDATED VERSIONS OF THIS SUPPLEMENT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING; MODIFIED AND/OR UPDATED VERSIONS OF THIS SUPPLEMENT WILL BE IDENTIFIED BY THE DATE, MONTH AND YEAR THEY BECOME EFFECTIVE.**

**DEFINITIONS:**

“OnDemand Initial Service Term” will have the meaning set forth in Section 6 below

“OnDemand Renewal Service Term” will have the meaning set forth in Section 6 below.

“OnDemand Service Activation Date” will have the meaning set forth in Section 4 below.

“OnDemand Service Term” will mean either the Initial OnDemand Service Term or any applicable OnDemand Renewal Service Term.

“Phonebooth OnDemand” means the communications service more fully described in Section 1 below made available by Bandwidth.com pursuant to any applicable Service Plan and purchased and/or licensed by Customer from time to time.

Capitalized terms that are not defined in this Supplement are as defined in the Agreement.

**1. Phonebooth OnDemand Overview.** So long as Customer is not in default with respect to its obligations pursuant to the Agreement or this Supplement, Bandwidth.com will provide Customer with Phonebooth OnDemand pursuant to the terms of any applicable Service Plan offered by Bandwidth.com from time to time and purchased and/or licensed by Customer, for the OnDemand Service Term.

Phonebooth OnDemand is a VoIP Hosted phone service, which provides: (a) VoIP with included U.S. Domestic and Canada calling subject to Usage Thresholds described in any applicable Service Plan offered by Bandwidth.com from time to time and purchased and/or licensed by Customer; (b) International calling at per minute rates published at [www.phonebooth.com/legal/rates](http://www.phonebooth.com/legal/rates) from time to time, (c) regular and advanced call features as determined by Bandwidth.com, in its sole discretion, from time to time, (d) other advanced features or premium features which Bandwidth.com, in its sole discretion, may add or offer from time to time, and (e) Phonebooth Services made available by Bandwidth.com pursuant to any applicable Service Plan and purchased and/or licensed by Customer from time to time. Any applicable premium features offered by Bandwidth.com from time to time, including any Phonebooth Services, may cause Customer to incur additional charges pursuant to any applicable Service Plan, but only will be offered on an “opt in” basis from time to time.

Phonebooth OnDemand will include 911 Services and/or E911 Services, and may also include 411, Operator and Directory Assistance, inbound caller identification, and/or caller location. These services require Customer to provide its Registered Address(es); Customer has the sole responsibility to provide to Bandwidth.com, and to ensure acceptance by Bandwidth.com of, the Registered Address for each physical location from which a DID/DOD associated with Phonebooth OnDemand will be used by Customer or Customer’s End Users. Only ELS DID/DODs or Toll Free Numbers provided by Bandwidth.com (or that Customer ports to Bandwidth.com pursuant to the terms and conditions of this Supplement) can be used in connection with Phonebooth OnDemand.

**PHONEBOOTH ONDEMAND IS A BUSINESS SERVICE PROVIDED FOR USE WITH A PHONE SYSTEM AND IS DESIGNED AND OFFERED EXCLUSIVELY FOR SMALL TO MEDIUM SIZED BUSINESS USE. CUSTOMER ACKNOWLEDGES AND AGREES THAT PHONEBOOTH ONDEMAND SHALL BE USED STRICTLY AND EXCLUSIVELY FOR COMMERCIAL USE ONLY BY A BUSINESS ENTITY THAT REQUIRES MULTIPLE LINES AND/OR EXTENSIONS. PHONEBOOTH ONDEMAND IS NOT BEING OFFERED OR INTENDED FOR ANY NON-BUSINESS OR NON-COMMERCIAL USE, NOR FOR USE BY INDIVIDUALS OR FOR RESIDENTIAL USE. AS A PRODUCT FOR BUSINESS AND COMMERCIAL USE ONLY, PHONEBOOTH ONDEMAND DOES NOT INCLUDE CERTAIN FUNCTIONS THAT USERS MAY EXPECT IN A RESIDENTIAL SERVICE.**

PHONEBOOTH ONDEMAND MAY BE USED ONLY FOR LAWFUL, PROPER AND APPROPRIATE PURPOSES AND MAY NOT BE USED IN ANY WAY THAT IS ILLEGAL, IMPROPER OR INAPPROPRIATE, OR OTHERWISE FAILS TO CONFORM TO BANDWIDTH.COM’S ACCEPTABLE USE POLICY POSTED AT [WWW.PHONEBOOTH.COM/LEGAL/AUP](http://WWW.PHONEBOOTH.COM/LEGAL/AUP), WHICH IS INCORPORATED BY REFERENCE HEREIN.

INAPPROPRIATE USES PROHIBITED BY BANDWIDTH.COM’S ACCEPTABLE USE POLICY INCLUDE, BUT ARE NOT LIMITED TO: RESALE OR TRANSFER OF PHONEBOOTH ONDEMAND; AUTO-DIALING; CONTINUOUS CONNECTIVITY; FAX BROADCAST/BLASTING; TELEMARKETING; PREDICTIVE DIALING; OR ANY OTHER USE OR ACTIVITY THAT IS INCONSISTENT WITH NORMAL SMALL TO MEDIUM SIZED BUSINESS USAGE. BANDWIDTH.COM RESERVES THE RIGHT TO MEASURE FOR APPROPRIATE USE AND AT ITS SOLE DISCRETION MAY DETERMINE THAT PHONEBOOTH ONDEMAND HAS BEEN SUBJECT TO INAPPROPRIATE USE. IN THE EVENT INAPPROPRIATE USE IS DETERMINED, BANDWIDTH.COM MAY REQUEST CUSTOMER CHANGE OR MODIFY THE USE OF PHONEBOOTH ONDEMAND AND/OR ANY APPLICABLE SERVICE PLAN. ADDITIONALLY, BANDWIDTH.COM RESERVES THE RIGHT TO IMMEDIATELY TERMINATE SERVICE AND, IN ADDITION TO ANY AND ALL OTHER APPLICABLE CHARGES UNDER THIS AGREEMENT, CHARGE A MINIMUM INAPPROPRIATE USE FEE OF \$500 AND/OR CHARGE \$0.05 PER MINUTE FOR ALL CALLS MADE DURING SUCH PERIODS OF PROHIBITED USE (PLUS APPLICABLE INTERNATIONAL CHARGES), WHICHEVER IS HIGHER, AS WELL AS ALL APPLICABLE AMOUNTS DUE PURSUANT TO THIS SUPPLEMENT AND/OR THE AGREEMENT.

**2. Emergency Services. CUSTOMER ACKNOWLEDGES AND AGREES THAT 911 SERVICE FOR PHONEBOOTH SERVICES ARE DIFFERENT THAN FOR TRADITIONAL WIRELINE SERVICE.**

**CUSTOMER MUST REVIEW AND PROVIDE AFFIRMATIVE ACKNOWLEDGMENT OF THE CUSTOMER NOTICE OF 911 AND E911 SERVICE LIMITATIONS POSTED AT [WWW.PHONEBOOTH.COM/LEGAL/911NOTICE](http://WWW.PHONEBOOTH.COM/LEGAL/911NOTICE), PRIOR TO SERVICE ACTIVATION.**

**CUSTOMER WILL INFORM ALL OF CUSTOMER’S END USERS (OR OTHER THIRD PERSONS WHO MAY USE PHONEBOOTH SERVICES) THAT 911 SERVICE FOR PHONEBOOTH SERVICES IS DIFFERENT THAN FOR TRADITIONAL WIRELINE SERVICE. CUSTOMER WILL INFORM ALL OF CUSTOMER’S END USERS (OR OTHER THIRD PERSONS WHO MAY USE PHONEBOOTH SERVICES) THAT THEY MAY ACCESS EMERGENCY SERVICES VIA ANY ADDITIONAL ARRANGEMENTS THAT CUSTOMER HAS MADE AVAILABLE TO ITS END USERS. CUSTOMER**

**WILL DISTRIBUTE STICKERS CONCERNING 911 LIMITATIONS TO CUSTOMER'S END USERS AND INSTRUCT END USERS TO ATTACH SUCH LABELS TO ALL DEVICES USED TO MAKE USE OF THEIR SERVICE.**

**3. Porting Numbers.** If Customer wishes to port any existing telephone numbers from another carrier to Bandwidth.com, Bandwidth.com will require a completed and signed LOA, which form can be found at [www.phonebooth.com/legal/PBLOA](http://www.phonebooth.com/legal/PBLOA). In addition to the completed and signed LOA, Bandwidth.com also will require a recent copy of Customer's current phone bill which contains Customer's billing telephone number and a record of any other telephone number(s) to be ported to Bandwidth.com. LOA(s), bill copy(ies) and/or other records must be received by Bandwidth.com before Bandwidth.com will initiate a port request and obtain a Confirmed Port Date. The Confirmed Port Date will be established pursuant to industry and any applicable regulatory standards; however, since the time required to port number(s) will be affected by the accuracy of information provided to Bandwidth.com by Customer, as well as the actions of Customer's pre-existing voice provider, Bandwidth.com makes no assurances regarding the time required to port any number(s).

**4. Service Activation.** The OnDemand Service Activation Date will be used to determine the start of Customer's OnDemand Service Term and billing for Phonebooth OnDemand and any Usage pursuant to this Supplement. The OnDemand Service Activation Date will be the earlier of (i) the date Bandwidth.com deems Phonebooth OnDemand to be activated with respect to Customer, or (ii) the date Customer actually utilizes Phonebooth OnDemand.

Use of Phonebooth OnDemand may require or permit the use of CPE that Bandwidth.com does not provide. Bandwidth.com assumes no responsibility for (i) the installation or configuration of Customer's Phone System or any other CPE that Bandwidth.com does not provide, or (ii) the connection of Customer's Phone System to any CPE provided by Bandwidth.com. Customer (or Customer's Phone System vendor or other service provider) will be solely responsible for implementing any installation, configuration, and/or connection of any Customer Equipment and has the sole and exclusive responsibility for the security and integrity of such Customer Equipment. Customer will be solely responsible for any charges incurred by Customer related to the installation, configuration, connection or use of Customer's Phone System for use with Phonebooth OnDemand.

**5. Phonebooth Manager; Related Account Management.** Phonebooth Manager enables Customer to purchase and use Phonebooth OnDemand. Customer's Administrator(s) will administer and manage the use of Phonebooth OnDemand by Customer and Customer's End Users. Customer's End User(s) also will establish password(s) to restrict access to the use of applicable Phonebooth Services by such End User(s) to Customer's Administrator(s) and such End User(s). Customer will ensure that each of Customer's Administrator(s) and End User(s) has read and agrees to comply with this Agreement.

**6. Service Term.** The OnDemand Initial Service Term will be the period purchased by Customer as provided in any applicable Service Plan (the "OnDemand Initial Service Term"). The OnDemand Initial Service Term (and any applicable OnDemand Renewal Service Term (as defined below)) will automatically renew for successive one (1) month periods (each an "OnDemand Renewal Service Term") unless terminated in writing by Bandwidth.com or by Customer prior to the expiration of the then-applicable OnDemand Initial Service Term or OnDemand Renewal Service Term, as the case may be.

**7. Applicable Charges.** The MRC and any applicable NRC payable by Customer for Phonebooth OnDemand are as provided in any applicable Service Plan. Except as expressly provided in this Supplement or any applicable Service Plan, Bandwidth.com will not increase any applicable MRC and/or NRC during the OnDemand Initial Service Term; at any time thereafter, Bandwidth.com may increase any applicable MRC and/or NRC upon at least thirty (30) days' prior written notice to Customer. Except as expressly provided in any applicable Service Plan, all charges payable by Customer are exclusive of applicable Taxes and Fees, whether or not charged to Bandwidth.com. All rates and charges, including, without limitation, MRC and NRC, are subject to change immediately if there is any Regulatory Activity. If any Regulatory Activity occurs, Bandwidth.com reserves the right, at any time with as much advance written notice as commercially reasonable and without liability to Bandwidth.com, to: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; (ii) modify Phonebooth OnDemand, MRC and/or NRC (including, without limitation, any MRC and/or NRC applicable pursuant to any applicable Service Plan), rates, promotions, terms and/or conditions of this Supplement to conform to such Regulatory Activity; or (iii) if such Regulatory Activity materially and adversely impairs the provision of Phonebooth OnDemand pursuant to this Supplement, as determined by Bandwidth.com, terminate the Agreement.

**8. Additional Charges (if applicable).** In addition to the charges described above and/or in any applicable Service Plan, Customer will pay the following charges, if applicable:

**Local, Inbound and LD Minute Thresholds:** Except as may be expressly provided pursuant to any applicable Service Plan, each End User is subject to a monthly Usage Threshold limiting the amount of inbound and U.S. Domestic outbound to two-thousand five hundred (2,500) per End User. Any inbound or Local outbound minutes exceeding the Usage Threshold will be billed \$0.012 per minute, and any U.S. Domestic Interstate LD or Intrastate LD minutes will be billed \$0.019 per minute. Bandwidth.com may choose, in its sole discretion, not to enforce any applicable Usage Threshold for any reason, including, without limitation, Customer's Usage, as determined with respect to Customer's average Usage with respect to all End Users in any applicable month; provided, however, if Bandwidth.com chooses not to enforce any applicable Usage Threshold at any time and subsequently chooses to enforce any applicable Usage Threshold, Bandwidth.com's prior non-enforcement will not be deemed to establish a pattern or practice of non-enforcement and will not otherwise adversely affect Bandwidth.com's right to enforce any applicable Usage Thresholds at any time.

**International Outbound Calls:** All International outbound calls will be subject to all applicable per minute rates. Per minute rates for International outbound calls are subject to change at any time and without notice to Customer. Bandwidth.com's current international rates can be viewed at [www.phonebooth.com/legal/rates](http://www.phonebooth.com/legal/rates). The ability to complete International calls will depend upon the applicable Service Plan. Bandwidth.com reserves the right to block all or a number of high cost international routes at any time in Bandwidth.com's sole discretion.

**Operator and Directory Assistance:** Phonebooth OnDemand may provide Operator and Directory Assistance, depending upon the applicable Service Plan. Per call or per minute of use rates may apply with respect to any Operator and Directory Assistance.

**RBOC / Wireless Thresholds for Flat Rate Charges:** All flat-rate per minute rates (U.S. Domestic Interstate or Intrastate LD, and/or U.S. Domestic Toll Free) assume at least 65% of calls terminate (or originate for Toll Free inbound) on either an RBOC or a Wireless PSTN provider. If this threshold is not met, Bandwidth.com reserves the right to charge, and Customer will pay, up to an additional \$0.06 per minute on the number of minutes needed to meet this threshold.

**Call Duration Thresholds:** All per minute rates (U.S. Domestic and/or U.S. Domestic Toll Free) assume at least 95% of calls terminating will be of a call duration of no less than six (6) seconds in length. If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle, Bandwidth.com reserves the right to charge, and Customer will pay, a \$0.03 charge per short duration call. This charge will be in addition to Customer's current rates.

**Toll Free U.S. Domestic Origination Rates:** U.S. Domestic originating Toll Free inbound calls are billed at the quoted flat, per-minute rate provided in Customer's applicable Service Plan. Toll Free service is only available to Toll Free Numbers assigned by Bandwidth.com to Customer (or that Customer ports to Bandwidth.com pursuant to the terms and conditions of this Supplement).

**Toll Free International Origination Rates:** International originating Toll Free inbound calls are rated at the below flat per minute rate for calls originating from the following locations (Toll Free service is only available to Toll Free Numbers assigned by Bandwidth.com to Customer (or that Customer ports to Bandwidth.com pursuant to the terms and conditions of this Supplement)):

1.	Alaska	\$0.45
2.	Canada	\$0.08
3.	CNMI	\$0.30
4.	Guam	\$0.15
5.	Hawaii	\$0.05
6.	Puerto Rico	\$0.19
7.	USVI	\$0.18

The per-minute rates for these locations are subject to change at any time and can be viewed at [www.phonebooth.com/legal/rates](http://www.phonebooth.com/legal/rates).

**Disconnect Charges:** For any request to port out a Bandwidth.com assigned DID/DOD, Bandwidth.com will charge an NRC of \$5.00 per DID/DOD.

**LNP Charges:** For LNP requests cancelled more than 48 hours before the Confirmed Port Date (or firm order commitment date, if applicable), Bandwidth.com will charge Customer an NRC of \$6.00 per DID/DOD will be charged. For LNP requests cancelled less than or equal to 48 hours before the Confirmed Port Date (or firm order commitment date, if applicable), Bandwidth.com will charge Customer an NRC of \$75.00 per DID/DOD.

**Payphone Surcharges:** If Customer receives any inbound calls originating from a payphone, these calls will be subject to all applicable charges per call. All such charges are based on regulated FCC Payphone Compensation rules. These regulatory charges (approximately \$0.55 per call but subject to change) will be passed through directly to Customer.

**"Snapback" charges:** For any request to reinstate, within 24 hours, a newly ported DID/DOD to Customer's original carrier, Bandwidth.com will charge an NRC of \$300.00 per affected DID/DOD.

**Additional Fees which may apply:**

**Service Reinstatement Fee:** \$200.00 plus any charges imposed by underlying carrier(s)

**Missed Appointment Fee:** \$200.00

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

**Relocation Charge:** Relocation within same rate center is \$75.00; Relocation to new rate center is \$275.00

**Upgrade Charge:** Dependent on specific upgrade

**Downgrade Charge:** Dependent on specific upgrade

**9. Billing Increments.** Billing increments are as set forth below.

<b>Terminating Destination</b>	<b>Initial Billing Increment (Seconds)</b>	<b>Additional Billing Increment (Seconds)</b>
U.S. Domestic and Canada	6	6
International (excluding Mexico)	30	6
Mexico	60	60

**10. Requested Termination by Customer During Service Term; Effect of Asserted Termination by Customer.** If Customer notifies Bandwidth.com of the termination of this Supplement or the disconnection of Phonebooth OnDemand in writing via email to [customercare@phonebooth.com](mailto:customercare@phonebooth.com), Bandwidth.com will disconnect Phonebooth OnDemand (or will cause Phonebooth OnDemand to be disconnected) as of the date of such requested termination; provided, however, (i) Customer retains the sole responsibility to notify Bandwidth.com of any and all matters related to such request, including, without limitation, the porting of applicable number(s), whether required port outs are known or unknown by Customer; (ii) Customer remains solely responsible for all amounts due pursuant to this Supplement, and (iii) such notification will immediately constitute an uncured material breach by Customer as of the date of such requested termination and all amounts due pursuant to the Agreement or this Supplement will apply, whether such notification is delivered prior to or after the OnDemand Service Activation Date or prior to or after any applicable installation.

**11. Termination by Bandwidth.com.** In addition to any other right that Bandwidth.com may have to terminate or suspend the Agreement and/or this Supplement, if Bandwidth.com determines, in its sole discretion, that Customer's ongoing use of Phonebooth OnDemand, any or all Phonebooth Services, and/or the specific method or technology utilized by Customer places the network operated by Bandwidth.com, other customers, partners or the overall business(es) of each in jeopardy, Bandwidth.com reserves the right to terminate this Supplement (and/or any applicable Supplement) and Customer's access to Phonebooth OnDemand and/or any or all Phonebooth Services immediately and without notification.

**12. Acceptable Use Policy.** All use of Phonebooth OnDemand must comply with Bandwidth.com's Acceptable Use Policy, which is posted at [www.phonebooth.com/legal/AUP](http://www.phonebooth.com/legal/AUP), and is incorporated herein by reference. By using Phonebooth OnDemand, Customer agrees to comply with the AUP, as modified by Bandwidth.com from time to time in Bandwidth.com's sole discretion. Any amendment to the AUP will be effective immediately upon the posting of the modified AUP at [www.phonebooth.com/legal/AUP](http://www.phonebooth.com/legal/AUP). Violation of the AUP by Customer or any End User will constitute a material breach of this Supplement and the Agreement. Customer is solely responsible and liable for all use of Phonebooth OnDemand by any of Customer's End Users, even if such use occurs without Customer's permission.

**13. Resale Prohibition.** Phonebooth OnDemand is provided for the use of Customer and Customer's End Users only. Customer may not under any circumstances resell or offer to resell Phonebooth OnDemand. Any failure by Customer to comply with this Section 13 will constitute a material breach of this Supplement. In addition to any other rights or remedies that Bandwidth.com may have as a result of such material breach, including, without limitation, termination of this Supplement. Customer also will be liable to Bandwidth.com for any additional charges and/or damages which may be incurred by Bandwidth.com as a result of any unauthorized resale or offer to resell.

**14. Third Party Beneficiaries.** The parties do not intend by the execution, delivery, or performance of this Supplement to confer any benefit, direct or incidental, upon any person or entity that is not a party to this Supplement.

**15. Miscellaneous.** For clarity, Customer acknowledges and agrees that (i) Sections 6 ("No Warranties"), 8 ("Billing and Payment"), 9 ("Billing Disputes"), 13 ("License; Intellectual Property"), 14 ("Limitation of Liability"), 15 ("Indemnity"), 20 ("Dispute Resolution Process; Governing Law"), and 21 ("Notices") of the Agreement each apply to this Supplement as if set forth in this Supplement; and (ii) the failure to include any section of the Agreement in the foregoing list will not be interpreted to mean that any such section of the Agreement does not apply to this Supplement as if set forth in this Supplement. Customer is not relying on any affirmation of fact, description, or promise from (or purported to be from) any person or entity, nor any oral or written representation or warranty that is not expressly included in this Supplement or the Agreement. Any alterations or additions to this Supplement made by Customer by any means will not be considered part of this Supplement. This Supplement may only be modified, or any rights under it waived, by a separate written document executed by both parties. In the event of a conflict between this Supplement and any applicable tariff, the tariff will prevail. Customer may not assign this Supplement, by operation of law or otherwise, including, without limitation, pursuant to any merger, stock purchase or other change in control of Customer, without Bandwidth.com's prior written consent. This Supplement will be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Supplement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Supplement will not be affected thereby. In the event any specified time frame or deadline denotes calendar days, it is agreed that when the last date of required action or response falls on a weekend or holiday, the action and/or deadline will automatically extend to the next business day. Supplement headings are provided for reference purposes only.

**16. 911 Activation.** Phonebooth Manager will confirm to Customer's Administrator(s) via Phonebooth Manager the availability of applicable 911 Services upon activation of Phonebooth OnDemand. 911 Services available with Phonebooth

OnDemand are subject to the service limitations described in the Customer Notice of 911 and E911 Service Limitations, posted at [www.phonebooth.com/legal/911Notice](http://www.phonebooth.com/legal/911Notice).

**THIS SUPPLEMENT, TOGETHER WITH ANY ATTACHMENTS REFERENCED IN THIS SUPPLEMENT, INCLUDING, WITHOUT LIMITATION, THE AGREEMENT, THE TERMS OF ANY APPLICABLE SERVICE PLAN, THE RATES POSTED AT WWW.PHONEBOOTH.COM/LEGAL/RATES, THE ACCEPTABLE USE POLICY POSTED AT WWW.PHONEBOOTH.COM/LEGAL/AUP, THE CUSTOMER NOTICE OF 911 AND E911 SERVICE LIMITATIONS POSTED AT WWW.PHONEBOOTH.COM/LEGAL/911NOTICE, OR ANY OTHER ADDENDA ENTERED INTO FROM TIME TO TIME, EACH OF WHICH IS INCORPORATED HEREIN BY REFERENCE, CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN CUSTOMER AND BANDWIDTH.COM, INC. WITH RESPECT TO THE SERVICE(S) PROVIDED PURSUANT TO THIS SUPPLEMENT. CUSTOMER IS NOT RELYING ON ANY AFFIRMATION OF FACT, DESCRIPTION, OR PROMISE FROM (OR PURPORTED TO BE FROM) ANY PERSON OR ENTITY, NOR ANY OTHER ORAL OR WRITTEN REPRESENTATION OR WARRANTY THAT IS NOT EXPRESSLY INCLUDED IN THIS SUPPLEMENT OR THE AGREEMENT.**

**BY CLICKING “I AGREE,” YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS SUPPLEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH IN THIS SUPPLEMENT AND WILL BE BOUND BY SUCH TERMS. YOU ALSO AGREE THAT YOU ARE ABLE TO ELECTRONICALLY ACCESS AND PRINT THIS AGREEMENT AND THAT CLICKING “I AGREE” CONSTITUTES YOUR VALID ELECTRONIC SIGNATURE ON THIS AGREEMENT.**