

LETTER OF AUTHORIZATION FOR THIRD PARTY MESSAGE ROUTING SERVICES

By this Provider Letter of Authorization ("PLOA"), , authorizes [BW CUSTOMER/SERVICE PROVIDER] ("PROVIDER") (collectively "Parties") to arrange for the use of SUBSCRIBER's telephone numbers ("TN(s)") to enable Messaging Services with PROVIDER and its third-party providers as applicable. Specifically, SUBSCRIBER authorizes PROVIDER to utilize the TNs with Bandwidth Inc. ("Bandwidth" or "Vendor") as PROVIDER's vendor to enable short messaging and multi-media messaging services ("SMS/MMS") and traffic routing features that may include rearranging SUBSCRIBER's point of interconnection separately from current voice service routing arrangements for the exchange of SMS/MMS traffic. Any phone numbers not leased by SUBSCRIBER's current voice service provider are not covered by this SLOA. SUBSCRIBER may be responsible for any expense or charge assessed by Vendor for SMS/MMS message delivery in connection with the TNs assigned to SUBSCRIBER.

The Parties to this PLOA understand that the TNs subject to this LOA will also continue to be used separately by the SUBSCRIBER in connection with SUBSCRIBER's voice services. All local number portability ("LNP") activity for such voice services associated with the TNs subject to this SMS PLOA will be governed by applicable industry procedures, rules and guidelines that control number porting for voice services.

Further, in consideration of this authorization, SUBSCRIBER agrees to cooperate with PROVIDER to discontinue alleged unlawful, harassing or otherwise inappropriate behavior relating to the SMS/MMS services associated with TNs subject to this SLOA

PROVIDER makes no representations or warranties as to the quality of the messaging services and all rights and obligations shall remain governed by the Parties' contract.

This authorization may not be transferred or otherwise extended by SUBSCRIBER to any third party, including to customers or vendors of SUBSCRIBER. Further, in consideration of this authorization, SUBSCRIBER agrees to: 1) release PROVIDER from any and all liability or claims associated with SMS/MMS services provided by PROVIDER that do not result from PROVIDER's acts or omissions; and 2) indemnify, defend and hold PROVIDER harmless from and against any losses, claims or charges to the extent resulting from PROVIDER's or Vendor's acts or omissions in connection with or related in any way to this authorization.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth below.

SUBSCRIBER:

Name: Nigel Heywood

Title: Development Director

Signature: 

Date: 09-09-2022

Phone Number: 587-602-6750