

Certification of Resale Exemption from Payment of 911/E911 Taxes on Wholesale Services

Customer Legal Name: _____

Customer Address: _____

Customer Contact Person: _____

Contact Person's Telephone Number: _____

Contact Person's E-mail Address: _____

Customer (the "Customer") hereby represents and warrants that it is responsible for, and will collect and remit, all applicable 911 and E911 state and local regulatory taxes, fees and surcharges (collectively "911 Surcharges") associated with its resale of the services provided by Carrier. ("Carrier") to the Customer. Customer requests that Carrier refrain from assessing such 911 Surcharges which may be applicable at a state and/or local jurisdictional level on Customer upon Carrier's approval of the following form ("Certification") or other applicable documentation. Customer shall, at Carrier's request, provide proof that Carrier deems sufficient to show Customer's reseller status.

Customer certifies its ability to collect and remit all applicable 911 Surcharges on the following basis:

1. Check all applicable states in the table below and, for each checked state, provide the Customer's 911 Surcharge authorization, license or registration number for that state in the space provided and/or attach applicable local jurisdiction exemption information for each checked state, or other basis for asserting exemption from 911 Surcharges from each state and/or jurisdiction where Customer operates.

Confidential Information

E911 - X

State	Exemption #	State	Exemption #	State	Exemption #
Alabama/AL		Kentucky/KY		North Dakota/ND	
Alaska/AK		Louisiana/LA		Ohio/OH	
Arizona/AZ		Maine/ME		Oklahoma/OK	
Arkansas/AR		Maryland/MD		Oregon/OR	
California/CA		Massachusetts/MA		Pennsylvania/PA	
Colorado/CO		Michigan/MI		Rhode Island/RI	
Connecticut/CT		Minnesota/MN		South Carolina/SC	
Delaware/DE		Mississippi/MS		South Dakota/SD	
District of Columbia/DC		Missouri/MO		Tennessee/TN	
Florida/FL		Montana/MT		Texas/TX	
Georgia/GA		Nebraska/NE		Utah/UT	
Hawaii/HI		Nevada/NV		Vermont/VT	
Idaho/ID		New Hampshire/NH		Virginia/VA	
Illinois/IL		New Jersey/NJ		Washington/WA	
Indiana/IN		New Mexico/NM		West Virginia/WV	
Iowa/IA		New York/NY		Wisconsin/WI	
Kansas/KS		North Carolina/NC		Wyoming/WY	

2. Customer acknowledges that Carrier may, without Customer's permission, provide a copy of this Certification to applicable governmental authorities, Carrier's legal counsel, or Carrier's auditors. Customer acknowledges that Carrier may, without Customer's permission, provide a copy of this Certification pursuant to subpoena or other compulsory process, without first notifying Customer.
3. Customer acknowledges that Carrier's determination of Customer's 911 Surcharge exemption will be based upon the information provided by the Customer in this Certification. Customer shall indemnify and hold harmless Carrier from any and all claims and demands arising from any information, representations or certifications made by Customer related to Customer's 911 Surcharge(s) exemption status in Bandwidth's billing systems and processes. Carrier shall not be liable for any 911 Surcharge(s) not collected and/or remitted by Customer for any reason.
4. If, at any time, the Customer's information, representations or certifications made hereunder are no longer accurate, Customer must notify Carrier within fourteen (14) calendar days by completing and submitting a new Certification form.

5. Customer's representative identified in this Certification shall be duly authorized by the Customer to make the representations and certifications contained herein on behalf of the Customer.
6. This Certification shall be submitted in the electronic format provided, and subsequent notifications concerning it should be submitted to taxexemptions@Carrier.com.
7. This Certification incorporates the terms of all agreements the Customer has with Carrier.

BY EXECUTING THIS CERTIFICATION, CUSTOMER CERTIFIES UNDER PENALTY OF PERJURY THAT CUSTOMER FULLY MEETS THE EXEMPTION ELIGIBLE PROVISIONS ESTABLISHED BY THE APPLICABLE JURISDICTION(S) AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE TO COLLECT AND REMIT ALL APPLICABLE 911 SURCHARGES REQUIRED BY ANY GOVERNMENTAL AUTHORITY IN THE JURISDICTIONS INCLUDED HEREIN ON ANY AND ALL SERVICES PROVIDED BY BANDWIDTH THAT ARE 911 SURCHARGE ASSESSABLE AND ARE INCLUDED FOR BILLING PURPOSES IN THE ACCOUNT NUMBERS IDENTIFIED BELOW.

By:

Name (Print):

Signature:

Title (Print):

Date: _____

Billing Account Numbers for Services to which this Certification applies
(BLANK OR "ALL" EXEMPTS NONE):
