

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): July 6, 2021

BANDWIDTH INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38285
(Commission
File Number)

56-2242657
(IRS Employer
Identification No.)

900 Main Campus Drive
Raleigh, NC 27606
(Address of principal executive offices) (Zip Code)

(800) 808-5150
Registrant's telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.001 per share	BAND	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 6, 2021, Bandwidth Inc., a Delaware corporation (“Bandwidth” or the “Company”), entered into an Employment Agreement (the “Employment Agreement”) with Daryl Raiford, who is expected to succeed Jeff Hoffman as the Company’s Chief Financial Officer in August 2021, following a transition period during which he will work alongside Mr. Hoffman as Bandwidth’s EVP, Finance. As previously disclosed in the Company’s Current Report on Form 8-K filed with the SEC by the Company on May 5, 2021, Mr. Hoffman previously submitted his resignation but will remain with the Company through August 31, 2021 to assist the Company with the transition.

The principal terms of the Employment Agreement with Mr. Raiford provide that:

- Mr. Raiford’s employment with the Company will commence on July 12, 2021 (the “Effective Date”) and will continue until December 31, 2021, subject to automatic extensions for successive one-year periods unless either the Company or Mr. Raiford provides the other party timely notice of non-renewal and subject to earlier termination in accordance with the terms of the Employment Agreement.
- Mr. Raiford’s initial base salary will be \$425,000 on an annualized basis.
- Mr. Raiford’s target incentive amount under the Company’s annual cash incentive program will be 75% of his salary, provided that his award for 2021 will be pro-rated for his partial year of employment.
- Mr. Raiford will receive an award of a number of restricted stock units (“RSUs”) equal to \$2,500,000 divided by the closing sales price of a share of common stock of Bandwidth on the effective date of such approval under Bandwidth’s 2017 Incentive Award Plan, as amended and/or restated and an award agreement thereunder. The RSUs will vest in four equal annual installments following the Effective Date, subject to Mr. Raiford’s continued service to the Company.
- If Mr. Raiford’s employment is terminated by the Company other than for Cause (as defined in the Employment Agreement) or if Mr. Raiford resigns for Good Reason (as defined in the Employment Agreement) (either, a “Qualifying Termination”), Mr. Raiford will receive severance payments equal to 100% (or, if the Qualifying Termination occurs within 12 months following a change in control of the Company, 150%) of his base salary plus 100% (or, if the Qualifying Termination occurs within 12 months following a change in control of the Company, 150%) of his cash incentive bonus (determined based on the achievement of target performance), payable during a period of twelve months (or, if the Qualifying Termination occurs within twelve months following a change in control of the Company, eighteen months). Additionally, upon a Qualifying Termination, the RSUs and any other time-based equity award will become vested as to the portion (if any) that is scheduled to vest within the 6 months following Mr. Raiford’s termination, provided that upon a Qualifying Termination within 12 months following a change in control of the Company, such awards will become fully vested.
- Upon a termination of Mr. Raiford’s employment by the Company other than for Cause, Mr. Raiford will also be entitled to receive a lump sum equal to 12 months (or, if the Qualifying Termination occurs within twelve months following a change in control of the Company, eighteen months) of premiums for medical insurance and term life insurance.

Mr. Raiford will be subject to a non-competition and non-solicitation restriction that will last for 12 months after the termination of his employment.

The foregoing description of the Employment Agreement is not complete and is qualified in its entirety by reference to the Employment Agreement, which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On July 8, 2021, the Company issued a press release announcing its appointment of Mr. Raiford as Executive Vice President of the Company effective July 12, 2021 and its expectation that Mr. Raiford will succeed Mr. Hoffman as the Chief Financial Officer of the Company in August after the filing of the Company's quarterly report for its second fiscal quarter of 2021. A copy of the Company's press release is attached hereto as Exhibit 99.1.

The information set forth under this Item 7.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement, dated July 6, 2021, between the Company and Mr. Raiford
99.1	Press Release, dated July 8, 2021
104	Cover Page Interactive File (the cover page tags are embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BANDWIDTH INC.

Date: July 8, 2021

By: /s/ R. Brandon Asbill

Name: R. Brandon Asbill

Title: General Counsel and Secretary

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into as of July 6, 2021, by and between Bandwidth Inc. (“Bandwidth”), a Delaware corporation with its principal place of business at 900 Main Campus Drive, Suite 100, Raleigh, North Carolina 27606, and Daryl E. Raiford (“Executive”).

BACKGROUND

A. Bandwidth’s Chief Financial Officer, Jeffrey A. Hoffman, has previously announced his decision to step down from his role as Bandwidth’s Chief Financial Officer, and his willingness to continue as a Bandwidth employee through August 31, 2021, to facilitate an orderly transition to his successor.

B. Bandwidth seeks to employ Executive as the successor to Mr. Hoffman.

C. Bandwidth and Executive now desire to enter into this Agreement in order to formalize the terms and conditions of employment pursuant to this Agreement.

D. All initially capitalized terms are either defined herein (but not necessarily where first used) or are defined in **Exhibit A** attached hereto and incorporated herein by this reference.

AGREEMENT

In consideration of the foregoing, the agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 Employment Period. Bandwidth agrees to employ Executive and Executive agrees to serve Bandwidth for the period beginning on July 12, 2021 (or such other date as mutually agreed between Executive and Bandwidth, the “Effective Date”) and ending at 11:59 p.m., Raleigh, North Carolina, local time, on December 31, 2021 (as may be extended, the “Employment Period”). The Employment Period will automatically extend for consecutive additional one (1) year periods unless either party provides the other with written notice to the contrary no less than sixty (60) days prior to the expiration of the then current Employment Period. If notice of non-extension is provided by Bandwidth, this Agreement and Executive’s employment shall terminate at the end of the then current Employment Period, and such termination of employment shall be treated as a termination by Bandwidth other than for Cause. This Agreement may be terminated before the expiration of the Employment Period only pursuant to Section 4. Bandwidth and Executive each acknowledges and agrees that this Agreement does not interrupt the continuity of Executive’s employment.

2 Nature of Duties.

2.1 From the Effective Date until the date on which Executive is appointed by Bandwidth’s Board of Directors to serve as Bandwidth’s Chief Financial Officer, which appointment shall occur during the period (i) beginning on the date Bandwidth files its Quarterly Report on 10-Q for the fiscal quarter ending June 30, 2021 and (ii) ending on August 31, 2021 (the date on which such appointment occurs shall be the “Appointment Date”), Executive will serve as Bandwidth’s EVP, Finance. From and after the Appointment Date, Executive will serve as Bandwidth’s Chief Financial Officer. As such, Executive will act in conformity with the management policies, guidelines and directions issued by Bandwidth’s Chief Executive Officer (the “Chief Executive Officer”), and will have general charge and supervision of those

functions and such other responsibilities as the Chief Executive Officer determines and assigns; provided they are not inconsistent with the functions and duties typically performed by, and the responsibility of, Chief Financial Officer of like corporations. Executive will report to the Chief Executive Officer.

2.2 Executive will work exclusively for Bandwidth on a full-time basis, with his primary office at Bandwidth's offices in Austin, Texas, provided that Executive shall work at least three calendar weeks per month at Bandwidth's headquarters in Raleigh, North Carolina, or any other Bandwidth business location or any location reasonably necessary for the conduct of Bandwidth business, in each case, as may be requested by the Chief Executive Officer. During normal business hours Executive will devote substantially all of his business time and attention to Bandwidth's business. Executive acknowledges and agrees that the performance of Executive's duties and responsibilities hereunder may require global business travel from time to time. The foregoing does not prohibit Executive from engaging in civic, professional and business activities that do not interfere with his duties to Bandwidth, and that otherwise do not violate this Agreement.

2.3 Executive will perform his duties and responsibilities hereunder diligently, faithfully and loyally.

3 Compensation and Benefits.

3.1 Base Salary and Expenses.

3.1.1 During the Employment Period, Bandwidth will pay to Executive a salary at the initial rate of \$425,000 per annum (the "Base Salary"). The Base Salary will be earned and paid in equal installments, semi-monthly, or at such other interval as the Bandwidth's Board of Directors (the "Board") or Compensation Committee of the Board (the "Compensation Committee") directs, but no less often than once each month. At the beginning of each year during the Employment Period, the Chief Executive Officer will in good faith review the Base Salary and recommend to the Board and/or Compensation Committee any increases (but not decreases) for determination by the Board and/or the Compensation Committee. Bandwidth shall be entitled to withhold, or cause to be withheld, any amount of federal, state, city or other withholding taxes or other amounts either required by law or authorized by Executive with respect to payments made to Executive in connection with his employment hereunder.

3.1.2 Bandwidth will reimburse Executive for all reasonable out-of-pocket business expenses incurred by Executive on Bandwidth's behalf during the Employment Period, so long as such expenses are reimbursable under Bandwidth's policies in effect from time to time. At Executive's request, expenses will be advanced before an expenditure is incurred, or they will be paid by Bandwidth directly to third parties from which goods or services are being obtained.

3.1.3 Bandwidth will reimburse Executive for all reasonable moving expenses and all reasonable expenses to transport one vehicle from Executive's current residence to the Raleigh, North Carolina area, in either case, to the extent such expenses are incurred by Executive between the date of this Agreement and December 31, 2021 (the "2021 Relocation Assistance"). For purposes of clarity, reasonable moving expenses shall not include any expenses incurred in connection with renting or purchasing a residence in

Raleigh, North Carolina. All payments to Executive or for Executive's benefit under this Section shall be subject to Section 13. Executive will promptly, and in no event later than December 31, 2021, submit all requests for 2021 Relocation Assistance payments, together with any supporting documentation that Bandwidth reasonably requests, and Bandwidth will make all 2021 Relocation Assistance payments during calendar year 2021, regardless of when the corresponding expenses were incurred.

3.1.4 Bandwidth will reimburse Executive for reasonable legal fees incurred by Executive in entering into this Agreement up to a maximum amount of \$10,000. Executive will promptly, and in no event later than August 31, 2021, submit all requests for such reimbursement payments, together with any supporting documentation that Bandwidth reasonably requests, and Bandwidth will make the reimbursement payment to Executive within thirty (30) days thereafter.

3.2 Bonus Compensation.

3.2.1 In addition to the Base Salary, Bandwidth will pay to Executive bonus compensation each year during the Employment Period of up to 75% (the "Target Bonus") of the Base Salary (or more if Bandwidth exceeds its corporate objectives established from time to time pursuant to Section 3.2.2 below and the pro-rata calculations provided in Section 3.2.2 below yield more than 75% of the Base Salary) (the "Bonus Compensation"). The Bonus Compensation will be adjusted based on Executive's individual achievement of personal objectives established from time to time pursuant to Section 3.2.2 below; for example, if Bandwidth achieves one hundred percent (100%) of each of the corporate objectives established from time to time pursuant to Section 3.2.2 below and Executive achieves one hundred one percent (101%) of Executive's personal objectives, the Bonus Compensation calculated pursuant to the first sentence of this Section 3.2.1 would be multiplied by 1.01. The individual performance objectives and the relative weighting of the respective corporate objectives established from time to time pursuant to Section 3.2.2 below will be reviewed by the Chief Executive Officer, who will make recommendations to the Board and/or the Compensation Committee for determination by the Board and/or the Compensation Committee at the beginning of each calendar year.

3.2.2 The Bonus Compensation will be earned, if at all, upon satisfaction of criteria, reviewed by the Chief Executive Officer, who will make recommendations to the Board and/or the Compensation Committee for determination by the Board and/or the Compensation Committee, based on Executive's individual performance objectives and Bandwidth's corporate objectives. The Bonus Compensation based on Executive's individual performance objectives will be earned pro-rata upon Executive attaining each objective, as reasonably reviewed by the Chief Executive Officer, who will make recommendations to the Board and/or the Compensation Committee for determination by the Board and/or the Compensation Committee. The Bonus Compensation based on Bandwidth's corporate objectives will be earned upon Bandwidth meeting its corporate objectives established from time to time pursuant to this Section 3.2.2 provided for in its annual Budget pro-rata based upon the relative weighting of the respective corporate objectives established from time to time pursuant to this Section 3.2.2, each as reasonably reviewed by the Chief Executive Officer, who will make recommendations to the Board and/or the Compensation Committee for determination by the Board and/or the Compensation Committee not later than March 15th for each calendar year. The Chief Executive Officer may review and recommend for determination by the Board and/or the Compensation Committee other corporate objectives and corresponding Budget targets on an annual basis. The Bonus Compensation for 2021 will be pro-rated for the Executive's partial year of employment during the 2021 calendar year.

3.2.3 Bonus Compensation will be paid no later than March 15th of the year succeeding the calendar year with respect to which the Bonus Compensation, if any, is calculated.

3.2.4 In addition to the Bonus Compensation, the Chief Executive Officer will from time to time review Executive's efforts on behalf of Bandwidth and may make recommendations to the Board and/or the Compensation Committee for determination by the Board and/or the Compensation Committee a special bonus for extraordinary service. Special bonuses, if any, will not count as any other compensation payable under this Agreement.

3.3 Restricted Stock Units.

3.3.1 On or within 30 days following the Effective Date, Bandwidth will grant Executive an award of a number of restricted stock units (the "RSUs") equal to (i) \$2,500,000 divided by (ii) the closing sales price of a share of common stock of Bandwidth on the effective date of such approval under Bandwidth's 2017 Incentive Award Plan, as amended and/or restated, which will vest in four equal annual installments following the Effective Date, subject to Executive's continued service to Bandwidth (the "Initial RSU Award"). The Initial RSU Award will be governed by and subject to the terms of the Plan and a separate RSU award agreement to be entered into between Executive and Bandwidth.

3.3.2 Upon a Qualifying Termination (as defined below), the Initial RSU Award and any other equity award granted to Executive by Bandwidth that is scheduled to vest based on the passage of time (as opposed to performance goals) ("Additional Equity Award") will become vested, subject to the release requirement below, with respect to that portion of the Initial RSU Award or Additional Equity Award, as applicable, that is scheduled to vest within six (6) months following Executive's termination. Notwithstanding the foregoing, upon a Qualifying Termination within 12 months after a Change in Control, any outstanding and unvested portion of the Initial RSU Award and Additional Equity Award will become fully vested, subject to the release requirement below. The accelerated vesting of the Initial RSU Award and Additional Equity Award as set forth in this Section 3.3.2 will be dependent upon Executive's delivery to Bandwidth of an effective general release of claims substantially in the form attached hereto as Exhibit B not later than sixty (60) days after the date of Executive's termination of employment (or such longer period as may be required by applicable law).

3.3.3 This Section 3.3 is intended to be an award agreement itself, and is intended to supplement the terms and conditions of any and all other award agreements between Bandwidth and Executive relating to any options or restricted stock granted to Executive by Bandwidth, and the terms of this Section 3.3 will govern the terms of such other award agreements in the event of any conflicts, regardless of whether such other agreements are heretofore or have previously been entered into by the parties.

3.4 Severance. If Bandwidth terminates Executive other than for Cause, or Executive resigns for Good Reason (either, a "Qualifying Termination"), then Bandwidth will pay to Executive an amount in cash ("Severance") equal to (i) one hundred percent (100%) (or, if the Qualifying Termination occurs within

12 months following a Change in Control, one hundred fifty percent (150%) of the then-current Base Salary, plus (ii) one hundred percent (100%) (or, if the Qualifying Termination occurs within 12 months following a Change in Control, one hundred fifty percent (150%)) of the Target Bonus. Such amount, less any applicable taxes and other similar amounts, will be paid in equal installments over a twelve (12) month period (or, if the Qualifying Termination occurs within 12 months following a Change in Control, an eighteen (18) month period) following the termination in accordance with Bandwidth's standard payroll practices and procedures. The receipt of any severance benefits provided for pursuant to this Agreement or otherwise will be dependent upon Executive's delivery to Bandwidth of an effective general release of claims substantially in the form attached hereto as Exhibit B not later than sixty (60) days after the date of Executive's termination of employment (or such longer period as may be required by applicable law), and shall be paid or commence no later than thirty (30) days thereafter, with the first payment to include any amounts that would have been payable on payroll dates occurring after Executive's termination of employment and prior to such first payment.

3.5 Annual Equity Awards. During the Employment Period, Bandwidth will consider granting Executive annual equity-based awards.

3.6 Vacation. During the Employment Period, Executive will be entitled to take vacation time in accordance with Bandwidth's policies, but no less than 20 days of paid vacation per year. Bandwidth and Executive will reasonably agree on when vacation time can be taken, and how many weeks can be taken consecutively. In the event that all or any part of the vacation is not taken for any reason during any year, there will be no compensation paid in lieu thereof, and accrued and unused vacation time will not be carried over and added to the vacation time for the succeeding year in accordance with such policy, unless otherwise approved by the Chief Executive Officer.

3.7 Health, Disability, Retirement, Death and Insurance Benefits.

3.7.1 Bandwidth will provide Executive with the same health, disability, retirement, death and other fringe benefits as are generally provided to the executive employees of Bandwidth in accordance with such terms, conditions and eligibility requirements as may from time to time be established or modified by Bandwidth; provided, that Bandwidth will pay the entire premium for Executive's then-current coverage under Bandwidth's group health insurance plan unless Bandwidth reasonably determines that paying the entire premium would be discriminatory and could subject Executive to adverse income tax consequences. Upon a Qualifying Termination, Bandwidth shall pay Executive a lump sum amount equal to twelve (12) months of premiums (or, upon a Qualifying Termination within 12 months following a Change in Control, eighteen (18) months of premiums) for the basic medical insurance coverage Bandwidth had in effect for Executive as of the date of his termination of employment. Such amount will be payable, less applicable withholdings, with the first payment of Severance.

3.7.2 Upon a Qualifying Termination, Bandwidth will also pay Executive a lump sum amount equal to twelve (12) months of premiums (or, upon a Qualifying Termination within 12 months following a Change in Control, eighteen (18) months of premiums) for the term life insurance coverage Bandwidth had in effect for Executive as of the date of his termination of employment. Such amount will be payable, less applicable withholdings, with the first payment of Severance. Executive will have all rights to convert or purchase such life insurance policies as provided under the terms of the plan and policies.

3.7.3 **Indemnification.** During the Employment Period and after Executive's termination of employment, Bandwidth shall indemnify Executive and hold Executive harmless from and against any claim, loss or cause of action arising from or out of Executive's performance as an officer, director or employee of Bandwidth or any of its subsidiaries or other affiliates or in any other capacity, including any fiduciary capacity, in which Executive serves at Bandwidth's request, in each case to the maximum extent permitted by law and under Bandwidth's Certificate of Incorporation and By-Laws. This indemnification right is in addition to any similar rights under any statute, Bandwidth's Certificate of Incorporation, By-Laws and under any other applicable agreements that now exist or may exist from time to time. During the Employment Period and for at least 3 years following Executive's termination of employment, Executive shall be covered by any policy of directors and officers' liability insurance maintained by Bandwidth for the benefit of its officers and directors.

4 Termination.

4.1 Executive's employment with Bandwidth will terminate automatically upon Executive's death.

4.2 Bandwidth may terminate Executive's employment at any time.

4.3 If at any time during the Employment Period Bandwidth (i) assigns Executive to serve in a capacity other than as Bandwidth's Chief Financial Officer or assigns Executive to perform tasks inconsistent with such position, in each case, which results in a material diminution in Executive's authority, duties or responsibilities, or (ii) Bandwidth materially breaches any provision of this Agreement, then Executive may resign his employment by providing notice to Bandwidth within thirty (30) days of such event of the reasons for his resignation under this provision. Bandwidth shall have thirty (30) days following receipt of such notice to remedy and cure the alleged diminution or breach. If Bandwidth does not cure such breach, Executive shall resign his employment and such resignation will be deemed to be a termination by Bandwidth other than for Cause and/or a resignation by Executive for Good Reason. Executive can resign at any time other than for Good Reason.

4.4 Bandwidth will have the right to terminate Executive at any time, immediately, for Cause. "Cause" will mean: (i) Executive is convicted of any felony (or Executive pleads guilty or nolo contendere thereto); (ii) Executive fails or refuses to perform, in any material respect, the written policies or directives of the Chief Executive Officer, unless such failure is corrected within thirty (30) days following his receipt of written notice of such failure from Bandwidth that specifically identifies the manner in which the Chief Executive Officer believes Executive has substantially failed to materially perform his duties; (iii) Executive materially breaches the provisions set forth in Section 2.2 of this Agreement unless such breach is corrected within thirty (30) days following his receipt of written notice of such breach from Bandwidth that specifically identifies the manner in which the Chief Executive Officer believes Executive has breached such Section 2.2 and such failure shall not be eligible for correction if it occurs more than once in any three month period, provided that Executive has been provided notice of such initial breach; (iv) Executive

materially breaches this Agreement or any other agreement between Bandwidth and Executive, including, without limitation, any applicable nondisclosure agreement, unless such failure is corrected within thirty (30) days following his receipt of written notice of such failure from Bandwidth that specifically identifies the manner in which the Chief Executive Officer believes Executive has breached the agreement; or (v) the gross or willful misconduct by Executive with regard to Bandwidth or any employee of Bandwidth that is materially injurious to Bandwidth or such employee.

5 Effects of Termination.

5.1 Upon Executive's termination of employment for any reason (including death), he will be entitled to receive (in addition to any compensation and benefits he is entitled to receive under Section 3 above, if applicable): (i) any earned but unpaid Base Salary, (ii) any earned but unpaid Bonus Compensation, (iii) unreimbursed business expenses in accordance with Bandwidth's policies for which expenses Executive has provided appropriate documentation, (iv) a lump sum cash amount equal to the value of his unused vacation days in accordance with the standard written policy of Bandwidth, and (v) any vested amounts or benefits to which Executive is then entitled under the terms of the benefit plans then sponsored by Bandwidth in accordance with their terms. All of Bandwidth's other obligations under this Agreement will end immediately upon Executive's termination of employment.

5.2 Any controversy or claim arising out of or relating to the benefits and entitlements of Executive following a Change of Control will be resolved by binding arbitration in Raleigh, North Carolina with the American Arbitration Association, pursuant to their commercial arbitration rules then in effect. The determination of the arbitrator will be conclusive and binding on Bandwidth and Executive, and judgment may be entered on the arbitrator's award in any court of competent jurisdiction. The prevailing party may recover its attorneys' fees and expenses incurred in such dispute, including the cost of the Arbitration if the prevailing party initiated the action.

6 Covenant Not To Compete.

6.1 Inducement. This covenant between Executive and Bandwidth is being executed and delivered by Executive in consideration of Executive's employment with Bandwidth and each party's rights and obligations agreed to hereunder (including, without limitation, the Base Salary, Bonus Compensation, and other benefits and payments set forth herein). Executive acknowledges that Bandwidth's business and Executive's responsibilities are international in scope. Executive further acknowledges that the covenant not to compete with Bandwidth contained in this Section 6 was and has been a condition of his employment since Executive was originally employed by Bandwidth.

6.2 Restricted Activities — Duration. Except as otherwise consented to or approved by the Chief Executive Officer in writing, Executive agrees that during the term of this Agreement and for twelve (12) months after Executive's employment with Bandwidth ends, regardless of the time, manner or reasons for termination, and regardless of whether terminated by Executive or Bandwidth, but only so long as Bandwidth does not breach its obligations in this Agreement, Executive will not, directly or indirectly, acting alone or as a member of a partnership or as an owner, director, officer, employee, manager, representative or consultant of any corporation or other business entity:

6.2.1 engage in any business in competition with the business that is conducted by Bandwidth in the United States, Canada or any European, Asian, Pacific or other foreign country in which Bandwidth then or thereafter transacts business or is making a bona fide attempt to do so;

6.2.2 induce, request or attempt to influence any customers or suppliers of Bandwidth to curtail or cancel their business or prospective business with Bandwidth or in any way interfere with Bandwidth's business relationships; or

6.2.3 induce, solicit, assist or facilitate the inducement or solicitation by a third person of any employee, officer, agent or representative of Bandwidth, to terminate their respective relationship with Bandwidth or in any way interfere with Bandwidth's employee, officer, agent or representative relationships.

6.3 Tolling; Relief of Obligations. In the event that Executive breaches any provision of this Section 6, that violation will toll the running of the restricted period set forth in Section 6.2 from the date of commencement of such violation until such violation ceases.

6.4 "Blue Penciling" or Modification. If the length of time, geographic area or scope of restricted business activity set forth in Section 6.2 is deemed unreasonably restrictive or unreasonable in any other respect in any court proceeding, Executive and Bandwidth agree and consent to such court's modifying or reducing such restriction(s) to the extent deemed reasonable under the circumstances then presented.

6.5 Definitions. As used in this Section 6, the following terms will have the following definitions:

(i) The terms "compete" or "in competition," as used herein, will be deemed to include, without limitation, becoming or being an employee, owner, partner, consultant, agent, stockholder, director, or officer of any person, partnership, firm, corporation or other entity (other than Bandwidth) which engages in (i) the business of developing, providing, offering and selling (A) retail VoIP services, including, without limitation, IP based unified communications services and trunking services; wholesale VoIP services; (B) wholesale origination, termination or SMS services; (C) emergency solutions for telecommunications carriers, including, without limitation, end-to-end call control and support, real-time address validation, automated provisioning and/or geospatial routing; (D) communication platform as a service (or CPaaS) solutions, including, without limitation, application program interfaces deploying, causing the use of, or using origination, termination, or SMS services; and/or (E) product(s) or service(s) to which any of clauses (A) through (D) apply and/or any product(s) or service(s) that perform substantially similar functions to which any of clauses (A) through (D) apply, or (ii) any other business conducted by Bandwidth immediately prior to such termination (or in which Bandwidth shall at such time be actively preparing to engage). Notwithstanding the foregoing, ownership of five (5%) percent or less of any class of securities of an entity will not constitute competition with Bandwidth.

(ii) The phrases “engage in a business” or “engage in a line of business” and similar phrases will be deemed to include marketing or otherwise selling products or researching, writing, developing, designing, distributing, testing or manufacturing products or services or otherwise preparing to market or sell products or services.

7 Nondisclosure of Confidential Information.

7.1 Executive acknowledges that the discharge of his duties under this Agreement will necessarily involve his access to Confidential Information. Executive acknowledges that the unauthorized use by him or disclosure by him of such Confidential Information to third parties might cause irreparable damage to Bandwidth and Bandwidth’s business. Accordingly, Executive agrees that at all times after the date hereof he will not copy, publish, disclose, divulge to or discuss with any third party nor use for his own benefit or that of others, without the prior express written consent of the Chief Executive Officer, except in the normal conduct of his duties under this Agreement, any Confidential Information, it being understood and acknowledged by Executive that all Confidential Information created, compiled or obtained by Executive or Bandwidth, or furnished to Executive by any person while Executive is associated with Bandwidth remains its exclusive property.

7.2 Promptly upon termination of his employment, irrespective of the time or manner thereof or reason therefor, and whether such termination is by Bandwidth or Executive, Executive agrees to return and surrender to Bandwidth all tangible Confidential Information in any manner in his control or possession, as well as all other Bandwidth property.

7.3 Pursuant to the Defend Trade Secrets Act of 2016, Executive understands that:

An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer’s trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

8 Remedies Inadequate.

8.1 Executive acknowledges that the services to be rendered by him to Bandwidth as contemplated by this Agreement are special, unique and of extraordinary character. Executive expressly agrees and understands that the remedy at law for any breach by him of Section 6 or 7 of this Agreement will be inadequate and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, upon adequate proof of Executive's violation of any legally enforceable provision of Section 6 or 7, Bandwidth will be entitled to immediate injunctive relief, including, without limitation, a temporary order restraining any threatened or further breach. In the event any equitable proceedings are brought to enforce the provisions of any of Section 6, 7 or 8, Executive agrees that he will not raise in such proceedings any defense that there is an adequate remedy at law, and Executive hereby waives any such defense. Nothing in this Agreement will be deemed to limit Bandwidth's remedies at law or in equity for any breach by Executive of any of the provisions of Section 6 or 7 which may be pursued or availed of by Bandwidth. Without limiting the generality of the immediately preceding sentence, any covenant on Executive's part contained in Section 6 or 7, which may not be specifically enforceable will nevertheless, if breached, give rise to a cause of action for monetary damages.

8.2 Executive has carefully considered, and has had adequate time and opportunity to consult with his own counsel or other advisors regarding the nature and extent of the restrictions upon him and the rights and remedies conferred upon Bandwidth under Sections 6, 7 and 8, and hereby acknowledges and agrees that such restrictions are reasonable in time, territory and scope, are designed to eliminate competition which otherwise would be unfair to Bandwidth, do not stifle the inherent skill and experience of Executive, would not operate as a bar to Executive's sole means of support, are fully required to protect the legitimate interests of Bandwidth and do not confer a benefit upon Bandwidth disproportionate to the detriment to Executive.

8.3 The covenants and agreements made by Executive in Sections 6, 7 and 8 will survive full payment by Bandwidth to Executive of the amounts to which Executive is entitled under this Agreement, the expiration of the Employment Period and this Agreement.

9 Rights. Executive acknowledges and agrees that any procedure, design feature, schematic, invention, improvement, development, discovery, know how, concept, idea or the like (whether or not patentable, registrable under copyright or trademark laws, or otherwise protectable under similar laws) that Executive may conceive of, suggest, make, invent, develop or implement, during the course of his service pursuant to this Agreement (whether individually or jointly with any other person or persons), relating in any way to the business of Bandwidth or to the general industry of which Bandwidth is a part, as well as all physical embodiments and manifestations thereof, and all patent rights, copyrights, trademarks (or applications therefor) and similar protections therein (all of the foregoing referred to as "Work Product"), will be the sole, exclusive and absolute property of Bandwidth. All Work Product will be deemed to be works for hire and, in addition to the Work Product being works for hire, Executive hereby assigns to Bandwidth all right, title and interest in, to and under such Work Product, including without limitation, the right to obtain such patents, copyright registrations, trademark registrations or similar protections as Bandwidth may desire to obtain. Executive will immediately disclose all Work Product to Bandwidth and agrees, at any time, upon Bandwidth's request and without additional compensation, to execute any documents and otherwise to reasonably cooperate with Bandwidth respecting the perfection of its right, title and interest in, to and under such Work Product, and in any litigation or controversy in connection therewith, all expenses incident thereto to be borne by Bandwidth.

10 Assignment of Payment Rights. In no event will Bandwidth be obligated to make any payment under this Agreement to any assignee or creditor of Executive, other than to the estate of Executive after his death. Prior to the time of payment under this Agreement, neither Executive nor his legal representative will have any right by way of anticipation or otherwise to dispose of any interest under this Agreement.

11 Bandwidth's Obligations Unfunded. Except as to any benefits that may be required to be funded under any benefit plan of Bandwidth pursuant to law, as provided for in this Agreement or pursuant to other agreements and which are not for the sole benefit of Executive, the obligations of Bandwidth under this Agreement are not funded and Bandwidth will not be required to set aside or deposit in escrow any monies in advance of the due date for payment thereof to Executive.

12 Notices. Any notice to be given hereunder by Bandwidth to Executive will be deemed to be given if delivered to Executive in person, if emailed to Executive at his business email address or if mailed or overnighted to Executive at his address last known on the records of Bandwidth, and any notice to be given by Executive to Bandwidth will be directed either to Bandwidth's Chief Executive, Secretary or General Counsel, and in any case it will be deemed to be given if delivered in person, if emailed to the address at his business email address or if mailed or overnighted to the person at his address last known on the records of Bandwidth, unless any party will have duly notified the other parties in writing of a change of address. All notices are deemed given when delivered to such address, or if otherwise actually received by the addressee.

13 Section 409A.

13.1 In order to ensure compliance with Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Section 409A"), the provisions of this Section 13 shall govern in all cases over any contrary or conflicting provision in this Agreement (other than a comparable Section 409A provision that is expressly intended to govern over this provision by its terms). The intent of the parties is that payments and benefits under this Agreement comply with, or be exempt from, Section 409A and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Executive acknowledges and agrees that Bandwidth has made no representation to Executive as to the tax treatment of the compensation and benefits provided pursuant to this Agreement and that Executive is solely responsible for all taxes due with respect to such compensation and benefits.

13.2 To the extent necessary to comply with Section 409A, references in this Agreement to "termination of employment" or "terminates employment" (and similar references) shall have the same meaning as "separation from service" under Code Section 409A(a)(2)(A)(i), and no payment subject to Section 409A that is payable upon a termination of employment shall be paid unless and until (and not later than applicable in compliance with Section 409A) when Executive incurs a "separation from service" under Code Section 409A(a)(2)(A)(i) (a "Separation from Service"). In addition, if Executive is a "specified

employee” within the meaning of Section 409A at the time of his Separation from Service, any nonqualified deferred compensation subject to Section 409A that would otherwise have been payable on account of, and within the first six months following, Executive’s Separation from Service, and not by reason of another event under Section 409A, will become payable on the first business day after six months following the date of Executive’s Separation from Service or, if earlier, the date of Executive’s death.

13.3 Consistent with the requirements of Section 409A, to the extent that any reimbursement or in-kind benefit provided is taxable and subject to Section 409A, unless stated otherwise: (i) reimbursements and in-kind benefits will be provided only during the period during which Executive is employed or receiving Severance; (ii) the expenses eligible for reimbursement or the in-kind benefits provided in any given calendar year will not affect the expenses eligible for reimbursement or the in-kind benefits provided in any other calendar year; (iii) the reimbursement of an eligible expense must be made no later than the last day of calendar year following the calendar year in which the expense was incurred; and (iv) the right to reimbursements or in-kind benefits cannot be liquidated or exchanged for any other benefit.

13.4 Executive’s right to receive any installment payments under this Agreement, including without limitation any continuation salary payments that are payable on Bandwidth payroll dates, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

13.5 In no event may Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement that is considered nonqualified deferred compensation subject to Section 409A. In no event shall the timing of Executive’s execution of the general release of claims, directly or indirectly, result in Executive designating the calendar year of payment of any nonqualified deferred compensation subject to Section 409A, and if such a payment that is subject to execution of the general release of claims could be made in more than one taxable year, payment shall be made in the later taxable year.

14 Amendments. This Agreement will not be modified or discharged, in whole or in part, except by an agreement in writing signed by all parties.

15 Entire Agreement. Except as expressly provided for herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties are not relying on any other representation, express or implied, oral or written. This Agreement supersedes any prior employment agreement, written or oral, between Executive and Bandwidth; provided, however that other non-competition, non-solicitation, confidentiality agreements, and other restrictive covenant agreements between Executive and Bandwidth remain in effect and this Agreement and such other agreements may be enforced by Bandwidth independently or simultaneously.

16 Captions; Terms. The captions contained in this Agreement are for convenience of reference only and do not affect the meaning of any terms or provisions hereof. References to “termination of employment,” “termination of Executive,” “termination of this Agreement,” “termination of the Employment Period,” and any other terms of similar meaning will all be deemed equivalent. Masculine, feminine and neuter pronouns are interchangeable as context requires.

17 Binding Effect. The parties may not assign this Agreement and may not assign or delegate any right or duty hereunder and any attempt to do so is void. Subject to the foregoing, the rights and obligations of Bandwidth hereunder will inure to the benefit of, and will be binding upon, Bandwidth and its successors and assigns, and the rights and obligations of Executive hereunder will inure to the benefit of, and will be binding upon, Executive and his heirs, personal representatives and estate.

18 Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially enforceable provision will be binding and enforceable to the extent enforceable in any jurisdiction.

19 Governing Law and Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of North Carolina, without regard to conflict of laws. Other than disputes that by the terms of this Agreement are to be resolved through binding arbitration, any and all actions brought arising out of, or based in whole or in part upon this Agreement or the employment relationship between Executive and Bandwidth, will be brought in either a federal or state court sitting in Raleigh, North Carolina, and the parties consent to jurisdiction and venue thereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written, effective the Effective Date.

Bandwidth:

BANDWIDTH INC.

By /s/ David Morken

Its Chief Executive Officer

Executive:

/s/ Daryl E. Raiford

Daryl E. Raiford

**EXHIBIT A
EMPLOYMENT AGREEMENT
DEFINITIONS**

“Change in Control” means, and will be deemed to have occurred at such time as: (i) any “person” (as such term is used in Section 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of twenty-five percent (25%) or more of the combined voting power of Bandwidth’s Voting Securities; (ii) sale of all or substantially all of the assets of Bandwidth, or any merger, consolidation, or reorganization to which Bandwidth is a party and as the result of which Bandwidth’s stockholders prior to the transaction do not own at least fifty percent (50%) of the voting power of the surviving entity in the election of directors; or (iii) individuals who constitute the Continuing Directors cease for any reason to constitute at least a majority of Bandwidth’s Board of Directors. Notwithstanding the foregoing, no event unilaterally caused by Executive by virtue of his stock ownership will be a Change in Control. Further notwithstanding the foregoing, a Change in Control shall not be deemed to occur unless the transaction also constitutes a change in the ownership or effective control of Bandwidth or a change in the ownership of a substantial portion of the assets of Bandwidth, each as defined in Code Section 409A(a)(2)(A)(v) and the regulations promulgated thereunder; however, a Change in Control shall be deemed to occur if the transaction constitutes a change in the ownership or effective control of Bandwidth or a change in the ownership of a substantial portion of the assets of Bandwidth, each as defined in Code Section 409A(a)(2)(A)(v) and the regulations promulgated thereunder, regardless of whether it satisfies the foregoing.

“Budget” will mean for each year, Bandwidth’s management financial targets approved by the Board of Directors for the year in question.

“Confidential Information” means all information or trade secrets of any type or description belonging to Bandwidth that are proprietary and confidential to Bandwidth and are not publicly disclosed or are only disclosed with restrictions. Without limiting the generality of the foregoing, Confidential Information includes strategic plans for carrying on business, other business plans, cost data, internal financial information, customer lists, employee lists, vendor lists, business partner or alliance lists, drawings, designs, schematics, flow charts, specifications, inventions, calculations, discoveries and any letters, papers, documents or instruments disclosing or reflecting any of the foregoing, and all information revealed to, acquired or created by Executive during Executive’s employment by Bandwidth relating to any of the foregoing.

“Continuing Directors” will mean and include the persons constituting Bandwidth’s Board of Directors as of the Effective Date, and any person who becomes a director of Bandwidth subsequent to the date hereof whose election, or nomination for election by Bandwidth’s stockholders, was approved by an affirmative vote of at least a majority of the then Continuing Directors (either by a specific vote or if Bandwidth is then subject to the proxy rules of the Exchange Act then by approval of the proxy statement of Bandwidth in which such person is named as a nominee for director or of the inclusion of such person in such Proxy Statement as such a nominee, in any case without objection by any member of such approving majority of the then Continuing Directors to the nomination of such person or the naming of such person as a director nominee).

“Good Reason” means that if, at any time during the Employment Period without Executive’s consent, Bandwidth (i) assigns Executive to serve in a capacity other than as Bandwidth’s Chief Financial Officer or assigns Executive to perform tasks inconsistent with such position, in each case, which results in a material diminution in Executive’s authority, duties or responsibilities, or (ii) Bandwidth materially breaches any provision of this Agreement, then Executive may resign his employment by providing notice to Bandwidth within thirty (30) days of such event of the reasons for his resignation under this provision. Bandwidth shall have thirty (30) days following receipt of such notice to remedy and cure the alleged diminution or breach. If Bandwidth does not cure such breach, Executive shall resign his employment within thirty (30) days of Bandwidth’s cure period, and such resignation will be deemed to be a resignation by Executive for Good Reason.

“Voting Securities” means Bandwidth’s outstanding securities ordinarily having the right to vote at elections of directors.

EXHIBIT B
FORM OF RELEASE

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EXHIBIT B

Separation Agreement and Release

This Separation Agreement and Release (“Agreement”) is made by and between Daryl E. Raiford (“Executive”) and Bandwidth Inc. (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Employment Agreement, dated as of July __, 2021 (the “Employment Agreement”); and

WHEREAS, in connection with Executive’s termination of employment with the Company or a subsidiary or affiliate of the Company effective _____, 20__, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive’s employment with or separation from the Company or its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive’s ownership of vested equity securities of the Company, Executive’s right to indemnification, advancement of expenses, claims for coverage and similar rights under the Employment Agreement, the constituent documents of the Company or any of its subsidiaries or affiliates pursuant to contract or applicable law, under any insurance policies maintained by the Company or any of its subsidiaries or affiliates, or Executive’s rights to receive the payments and benefits described in Sections 3.3.2, 3.4, 3.7 and 5.1 of the Employment Agreement,¹ (collectively, the “Retained Claims”).

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 3.3.2 and Section 3.4 of the Employment Agreement, which, pursuant to the Employment Agreement, are conditioned on Executive’s execution and non-revocation of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

¹ Note to Draft: To be updated to the extent the Employment Agreement is amended or replaced to reflect all sections pursuant to which Executive has any rights.

1. Severance Payments; Salary and Benefits. The Company agrees to provide Executive with the severance payments and benefits described in Sections 3.3.2, 3.4 and 3.7 of the Employment Agreement, vesting or payable at the times set forth in, and subject to the terms and conditions of, the Employment Agreement. In addition, to the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive all other payments or benefits described in Section 5.1 of the Employment Agreement, subject to and in accordance with the terms thereof.

2. Release of Claims. Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, any of its direct or indirect subsidiaries and affiliates, and any of its or their respective current and former officers, directors, equity holders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "Releasees"). Executive, on Executive's own behalf and on behalf of any of Executive's affiliated companies or entities and any of Executive's or their respective heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries or affiliates and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of the Company or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; and the Sarbanes-Oxley Act of 2002;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(h) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company or any of its affiliates (including, without limitation, the Retaliatory Employment Discrimination Act (REDA), the North Carolina Persons with Disabilities Protection Act (PDPA), the Equal Employment Practices Act (EEPA), the Sickle Cell and Hemoglobin Trait Discrimination Act, the Genetic Testing and Information Discrimination Act, the Use of Lawful Products Discrimination Act, the AIDS and HIV Status Discrimination Act, the Jury Service Discrimination Act, and the Military Service Discrimination Act); and

(i) any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation (including Executive's right to receive an award for information provided to any such government agencies), Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that Executive's release of claims herein bars Executive from recovering monetary or other individual relief from the Company or any Releasee) in connection with any charge, investigation or

proceeding, or any related complaint or lawsuit, filed by Executive or by anyone else on Executive's behalf before the federal Equal Employment Opportunity Commission or a comparable state or local agency), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law, and any Retained Claims. This release further does not release claims for breach of Sections 3.3.2, 3.4, 3.7 and 5.1 of the Employment Agreement, which claims shall be considered Retained Claims.

3. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) Executive has [21][45] days within which to consider this Agreement, and the Parties expressly agree that such time period to review this Agreement shall not be extended upon any material or immaterial changes to this Agreement; (c) Executive has 7 business days following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the 21 day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

4. Post-Termination Obligations. Executive reaffirms Executive's continuing obligations under Sections 6, 7 and 9 of the Employment Agreement.

5. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

6. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.
7. Governing Law; Dispute Resolution. This Agreement shall be subject to the provisions of Sections 5.2 and 19 of the Employment Agreement.
8. Effective Date. Executive has seven business days after Executive signs this Agreement to revoke it and this Agreement will become effective upon the expiration of such seven business day period, so long as it has been signed by the Parties and has not been revoked by Executive before that date.

9. Trade Secrets; Whistleblower Protections. In accordance with 18 U.S.C. §1833, notwithstanding anything to the contrary in this Agreement, the Employment Agreement, the Proprietary Information Agreement or any other agreement between Executive and the Company or any of its subsidiaries in effect as of the date Executive receives this Agreement (together, the "Subject Documents"): (a) Executive will not be in breach of the Subject Document, and shall not be held criminally or civilly liable under any federal or state trade secret law (i) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (b) if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney, and may use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order. Furthermore, the Parties agree that nothing in the Subject Documents prohibits Executive from reporting possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation or releases or restrains Executive's right to receive an award for information provided to any such government agencies.

10. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: _____

Daryl E. Raiford

BANDWIDTH INC.

Dated: _____

By: _____
Name:
Title:

Bandwidth Announces Daryl Raiford As New Chief Financial Officer

Brings global public company experience and proven financial leadership scaling growth across multiple sectors including software, telecommunications and technology

RALEIGH, N.C. – July 8, 2021 — Bandwidth Inc. (NASDAQ: BAND), a leading global enterprise cloud communications company, today announced Daryl Raiford will be its new Chief Financial Officer beginning in August. A former executive at global companies including Ribbon Communications, Freescale Semiconductor, Travelport and Hewlett-Packard, Raiford brings extensive experience in public company financial management, strategic M&A and growth delivery. He will join Bandwidth July 12 as Executive Vice President and is expected to succeed Jeff Hoffman as Chief Financial Officer next month after the filing of the company’s quarterly report for its second fiscal quarter of 2021. Bandwidth previously announced Hoffman’s plans to step down after 10 years at the company.

“Daryl has a proven track record of driving growth and scaling global organizations across multiple sectors in software, telecommunications and technology,” said David Morken, Bandwidth’s Chief Executive Officer. “His deep experience building and executing are exactly what we need in this next phase of our evolution as we continue to scale globally and supercharge our ability to serve enterprise customers, while managing profitable growth.”

“Bandwidth is a dynamic company powering global digital transformation and the communications migration to the cloud,” Raiford said. “The company’s service-oriented culture and focus on people are a differentiator for me. I’m looking forward to working with the Bandwidth team to build on their great momentum and global reach.”

Most recently, Raiford was Chief Financial Officer of Ribbon Communications (NASDAQ: RBBN), a communications software and network solutions provider. He joined Ribbon through predecessor company GENBAND and was credited with its strategic transformation and the successful integration of several M&A deals—including the merger of GENBAND and Sonus Networks to create Ribbon and, most recently, Ribbon’s 2020 acquisition of ECI Telecom Ltd.

Previously, he was Vice President and Chief Accounting Officer and then Vice President of Business Transformation at Freescale Semiconductor (subsequently acquired by NXP Semiconductors) from 2006 to 2010, where he oversaw the restructuring of Freescale’s manufacturing footprint, monetization of under-utilized assets and intellectual property, and the consolidation of global design, sales and marketing.

From 2004 through 2007, Raiford was Executive Vice President and Chief Financial Officer of Travelport Worldwide Ltd., the United Kingdom-based global travel distribution firm, where he helped build a travel powerhouse including the Orbitz brand that culminated with the sale of the company to Blackstone Group.

Earlier experience includes serving as Vice President of Finance and Administration, Americas for Hewlett-Packard (NYSE: HPQ) and as Corporate Controller for Compaq Computer Corp. before its acquisition by HP. He was also Chief Financial Officer for Shell Technology Ventures, based in Houston, Texas and The Hague, Netherlands, and started his career at Price Waterhouse in London and Houston.

Raiford is Chair of the Audit Committee and a member of the Board of Directors of Leone Media Inc., a private company operating as MediaKind. He is a Certified Public Accountant and holds a Bachelor of Business Administration degree in Accounting from The University of Texas at Austin.

Hoffman, who joined Bandwidth in 2011, will stay at Bandwidth through Aug. 31 to facilitate a smooth transition. In his 10 years as Chief Financial Officer, Hoffman guided Bandwidth on the path of accelerating growth, an initial public offering in 2017 and the 2020 acquisition of Voxbone.

“Jeff was instrumental in helping build Bandwidth into the company it is today,” said Morken. “We are deeply grateful for Jeff’s decade of service to our team and our mission. The mark he leaves at Bandwidth is indelible.”

About Bandwidth Inc.

Bandwidth (NASDAQ: BAND) is a global communications software company that helps enterprises connect people around the world with cloud-ready voice, messaging, and emergency services. Backed by the largest directly-connected network on the planet, companies like Cisco, Google, Microsoft, RingCentral, Uber and Zoom use Bandwidth’s APIs to easily embed communications into software and applications. Bandwidth has more than 20 years in the technology space and is the first and only Communications Platform-as-a-Service (CPaaS) provider offering a robust selection of APIs built around our own global network. Our award-winning support teams help businesses around the world solve complex communications challenges every day. More information is available at www.bandwidth.com.

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