

# End User License Agreement for METRONET GO and METRONET GO for TEAMS

## Important Points

Please read this End User License Agreement (for the purposes of this document, the “Agreement”) carefully before installing or using **METRONET GO and/or METRONET GO for TEAMS** (collectively the "Product"). There are a few important points that we need to emphasize:

- We do not recommend this Product to be used as your primary method to access emergency services. There are important differences between traditional telephone services and the Product. Because the Product may not function during a power outage, Internet connectivity interruption, or system failure on the device on which it is running, it is your responsibility to obtain, separately from the Product, traditional wireless (mobile) or fixed line telephone services that offer access to emergency services that will function during a power outage, Internet connectivity interruption, or system failure on the device on which it is running. **When you use this Product, you are responsible for updating any changes to your Dispatchable Location information which is a location delivered to the Public Safety Answering Point with a 911 call that consists of the validated street address of the calling party, plus additional information such as suite, apartment or similar information necessary to adequately identify the location of the calling party. Information may be updated at <https://e911.metronetinc.com>. Updates may take 1-2 business days to process.**
- IN SOME LOCATIONS THERE MAY BE RESTRICTIONS ON YOUR USE OF THE PRODUCT OR FEATURES OR FUNCTIONS PROVIDED BY THE PRODUCT. It is your responsibility to ensure that you are legally allowed to use the Product where you are located.

## 1. ACCEPTANCE OF AGREEMENT; CHANGES.

1.1. This is a legally binding contract between you (either an individual or a single entity) on the one hand, and Metronet<sup>1</sup>, on the other hand. In order to install or use the Product, you must first accept this Agreement. This Agreement is accepted by you when: (a) you click to accept or agree to the Agreement, or (b) when you install and/or use the Product. The use of the Product may be subject to separate third party terms of service and fees, including without limitation the terms of service of and fees charged by other service providers, including your mobile provider. METRONET GO is a private label of MaX UC and METRONET GO for TEAMS is a private label of MaX UC Connector for Microsoft Teams (“MCT”), both are products of Metaswitch Networks LTD (“Metaswitch”). If you decide to enable, access or use the Product, your access and use of the Product is governed by your Business Agreement or other Metronet services agreement with us, the Metronet Business Terms and Conditions, this Agreement and in the case of METRONET GO the MaX UC End User License Agreement (“MaX UC EULA”) found at [Info.metaswitch.com/hubfs/pdfs/legal/max-uc-eula.pdf](https://info.metaswitch.com/hubfs/pdfs/legal/max-uc-eula.pdf) and <https://info.metaswitch.com/hubfs/pdfs/legal/max-uc-minimum-terms.pdf?hsLang=en> and in the case of METRONET GO for TEAMS, in addition to the foregoing, the MaX UC Connector for Microsoft Teams (MCT) Terms and Conditions for Customers found at <https://mtc4me.com/wp-content/uploads/2022/04/customer-mct-terms-and-conditions-1.pdf> (“MCT EULA”). By accessing or using the Product, you agree that Metaswitch can enforce its MaX UC EULA and MCT EULA and documents incorporated or referenced therein against you. Metronet is not responsible or liable

---

<sup>1</sup> “Metronet” includes Metro Fibermet, LLC, CMN-RUS, LLC, Jaguar Communications, LLC, Climax Telephone LLC, CTS Telecommunications, LLC, Metronet Securitization Warehouse Borrower, LLC, Metronet DevCo Borrower, LLC, Vexus Fiber, LLC., Vexus Warehouse, LLC, Vexus Fiber Infrastructure, LLC, and/or their affiliates.

for and makes no representations as to any aspect of MaX UC and MCT, including without limitation, its content or the manner in which Metaswitch handles, protects, manages or processes data. Metronet cannot guarantee and is not responsible for (i) the compatibility of MaX UC or MCT with our Fiber Services or your devices or (ii) the performance of MaX UC or MCT or the quality of the resulting service. You agree to indemnify, defend and hold harmless Metronet from and against any losses, damages or claims associated with your access or use of MaX UC or MCT. We can disallow your continued use of the Product in the event of alleged use of the Product in violation of these terms, any inappropriate conduct, or if your use of it poses a threat to our network; if this results in termination of your Fiber Service, you will be responsible for early termination liability. The Product is offered subject to the initial and our continued availability of or ability to provide MaX UC and MCT. We, in our sole discretion and without prior notice to you, may adjust rates for, disconnect or cancel the Product, if we are unable to obtain or maintain MaX UC or MCT at rates and on terms acceptable to us. If we materially increase the rate we charge you for MaX UC or MCT, you may terminate your METRONET GO Service by providing us with written notice of termination of METRONET GO within 30 days of the date the increase first appears on your invoice.

- 1.2. The Product is not intended for use by persons under the age of eighteen (18). If you are under 18 years old, you may not use the Product or provide Metronet with any personal information.
- 1.3. By installing or using the Product, you affirm that you (a) are either over the age of majority in your jurisdiction of residence, are an emancipated minor, or possess legal parental or guardian consent, (b) are fully able and competent to enter into the terms and conditions of this Agreement, and (c) agree to be bound by all of the terms and conditions of this Agreement.
- 1.4. Metronet may make changes to this Agreement from time to time, and the changes will become effective at the earliest of the following: (a) you click to accept or agree to the modified Agreement, or (b) you continue to use the Product or install and/or use a new version of the Product that is subject to the modified Agreement.

## 2. LICENSE.

2.1. Subject to your compliance with this Agreement, including the MaX UC EULA, MCT EULA, and any additional terms set out in Section 13 (as applicable), Metronet grants you a non-exclusive, non-transferable, limited, revocable license to install and use the executable code version of the Product for personal or internal business purposes. This license does not entitle you to receive from Metronet, its suppliers or licensors hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Product. All rights not expressly granted under this Section 2.1 are reserved to Metronet and its suppliers and licensors.

2.2. License Restrictions. You may not:

- a. modify or create any derivative works of the Product or documentation, including customization, translation or localization;
- b. decompile, disassemble, reverse engineer, "unlock", attempt to access or otherwise attempt to discover the source code for the Product, unless and to the extent as may be required under applicable law or under the licensing terms governing use of any software components that are included in the Product that are subject to "open source software" licenses as defined by the open source initiative at [www.opensource.org/osd.html](http://www.opensource.org/osd.html) ("Open Source Software");
- c. redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product;
- d. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; or
- e. publish any results of benchmark tests run on the Product to a third party.

2.3. Proprietary Rights. The Product is licensed to you, not sold. This Agreement does not grant you title to or ownership of any copy of the Product. Title, ownership rights, and intellectual property

rights in the Product shall remain with Metronet and/or its suppliers and licensors. The Product is protected by copyright, trademark and other intellectual property laws and by international treaties.

3. **PRIVACY.** You consent to the collection and use of information about you and your use of the Product in accordance with the Metronet Privacy Policy, which you can find at [www.metronet.com/aup-privacy](http://www.metronet.com/aup-privacy). You also consent to and are subject to the privacy provisions and additional privacy requirements detailed in the MaX UC EULA and MCT EULA found at the sites set forth in Section 1.1 and the privacy statement found at <https://info.metaswitch.com/hubfs/maxuc/maxuc-privacy-statement.html>. By using the Product you acknowledge that you have read these agreements and policies and that you will periodically check these websites to receive any updated terms. You also acknowledge that information collected about you under one or more of these documents may include, but is not limited to, technical, diagnostic and/or personally identifiable information about you, your systems, your location and your use of Product.
4. **THIRD PARTY SITES; THIRD PARTY TECHNOLOGY.**
  - 4.1. The Product may contain links to external websites for your convenience. You acknowledge and agree that Metronet is not responsible for, and has no control over, these sites. Links to external sites should not be taken as a recommendation or endorsement of the third party or its site's information, products or services by Metronet.
  - 4.2. The Product contains Open Source Software. To the extent that this Agreement is incompatible with a license governing an Open Source Software component contained within the Product, such Open Source Software component will not be subject to the terms and conditions of this Agreement. Nothing in this Agreement should be construed to limit your rights under or to grant you rights that supersede the terms and conditions of any applicable Open Source Software license.
5. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS PRODUCT IS USED AT YOUR SOLE RISK AND THE PRODUCT AND ANY RELATED SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES THAT IT IS FREE OF DEFECTS, VIRUS FREE, SECURE, ABLE TO OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, COMPATIBLE WITH ANY OPERATING SYSTEM OR DEVICE, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER METRONET NOR ITS PARENT, AFFILIATES, SUBSIDIARIES, SUPPLIERS OR LICENSORS (INCLUDING WITHOUT LIMITATION METASWITCH) HAS ANY OBLIGATION TO INDEMNIFY OR DEFEND YOU AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS DISCLAIMER OF WARRANTIES AND THE OTHER PROVISIONS OF THIS SECTION 5 CONSTITUTE AN ESSENTIAL PART OF THE BASIS FOR THE BARGAIN PURSUANT TO THIS AGREEMENT. NO USE OF THE PRODUCT IS AUTHORIZED UNDER THIS AGREEMENT EXCEPT AS SUBJECT TO THE DISCLAIMER OF WARRANTIES AND OTHER PROVISIONS OF THIS SECTION 5.
6. **LIMITATION OF LIABILITY.**
  - 6.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL METRONET OR ITS PARENT, AFFILIATE OR SUBSIDIARY COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS OR LICENSORS (INCLUDING WITHOUT LIMITATION METASWITCH), EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, BE LIABLE FOR (A) ANY CLAIMS, LOSSES OR DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE USE OF, OR THE INABILITY TO USE, THE PRODUCT FOR EMERGENCY CALLS TO EMERGENCY SERVICES AND FOR CALLS FOR THE PURPOSE OF OBTAINING ASSISTANCE, HELP

OR AID IN THE EVENT OF ANY EMERGENCY, OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, CLAIMS OF THIRD PARTIES, OR FOR LOSSES DUE TO LOST PROFITS, INCOME OR SAVINGS, WORK STOPPAGE, OPPORTUNITY COSTS, LOSS, THEFT, UNAUTHORIZED ACCESS TO, OR CORRUPTION OF DATA, COMPUTER FAILURE OR MALFUNCTION OR LOSS OF USE OF FACILITIES OR EQUIPMENT.

- 6.2. METRONET'S AND ITS SUPPLIERS' AND LICENSORS' (INCLUDING WITHOUT LIMITATION METASWITCH'S) TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCT OR THE USE, OPERATION OR INSTALLATION OF THE PRODUCT, BASED ON ANY CAUSE OF ACTION OR LEGAL THEORY, INCLUDING WITHOUT LIMITATION WARRANTY, CONTRACT, TORT (REGARDLESS OF THE DEGREE OF FAULT), INFRINGEMENT AND STRICT LIABILITY, SHALL NOT EXCEED THE GREATER OF THE SUM OF THE FEES YOU PAID FOR THIS LICENSE (IF ANY) OR TEN DOLLARS (US \$10).
- 6.3. THE LIABILITIES LIMITED BY THIS SECTION 6 INCLUDE WITHOUT LIMITATION LIABILITY FOR NEGLIGENCE AND APPLY EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE, EXCEPT THAT NOTHING IN THIS SECTION 6 SHALL LIMIT METRONET'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE. TO THE EXTENT THAT APPLICABLE LAW RESTRICTS THE APPLICATION OF THIS SECTION 6, THE PROVISIONS OF THIS SECTION 6 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED.
7. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS METRONET AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS AND LICENSORS (INCLUDING WITHOUT LIMITATION METASWITCH), FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) ARISING FROM (A) YOUR USE OF THE PRODUCT, (B) YOUR NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, (C) YOUR VIOLATION OF THIS AGREEMENT OR ANY APPLICABLE LAW, RULE OR REGULATION, OR (D) YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO NOTIFY METRONET IMMEDIATELY OF ANY SUCH BREACH, VIOLATION OR INFRINGEMENT KNOWN TO YOU.
8. EXPORT RESTRICTIONS; COMPLIANCE WITH LAWS.
  - 8.1. You represent and warrant that you: (a) are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge that the Product may be subject to the export and import laws of the U.S. and other countries. You agree to comply with all international and national laws that apply to the Product, including the U.S. Export Administration Regulations and all end-user, end-use and destination restrictions issued by U.S. and other governments.
  - 8.2. In some locations there may be restrictions on your use of the Product or features or functions provided by the Product, including without limitation the call recording function which is available on some versions of the Product. It is your responsibility to ensure that you are legally allowed to use the Product where you are located. Applicable law may require you to advise all participants on a call prior to activating the call recording function available on some versions of the Product, otherwise restrict your use of the call recording function or prohibit the recording of any call. You

agree that you will not use the Product or any features provided by the Product for any purposes prohibited by U.S. or other applicable law.

9. NOT RECOMMENDED AS PRIMARY ACCESS TO EMERGENCY SERVICES. You expressly acknowledge and agree that:
  - 9.1. The Product is not recommended for being the sole and primary method for carrying or supporting emergency calls to any hospitals, law enforcement agencies, medical care units, emergency services personnel, public safety answering points or any other kind of emergency services or any other calls for the purposes of obtaining assistance, help or aid in the event of an emergency.
  - 9.2. There are important differences between traditional telephone services and the Product. Because the Product may not function during a power outage, Internet connectivity interruption, or system failure on the device on which it is running, it is your responsibility to obtain, separately from the Product, traditional wireless (mobile) or fixed line telephone services that offer access to emergency services that will function during a power outage, Internet connectivity interruption, or system failure on the device on which it is running.
  - 9.3 **When you use this Product, you are responsible for updating any changes to your Dispatchable Location information which is a location delivered to the Public Safety Answering Point with a 911 call that consists of the validated street address of the calling party, plus additional information such as suite, apartment or similar information necessary to adequately identify the location of the calling party. Information may be updated at <https://e911.metronetinc.com>. Updates may take 1-2 business days to process.**
10. PROHIBITED USES. You may not use, encourage, promote, facilitate or instruct others to use the Product for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful or offensive. You agree that your use of the Product shall in no way, and to no extent, whether directly or indirectly, adversely affect, impede or otherwise hinder or disrupt the functionality or performance of the platform or systems on which the Product runs. Prohibited activities or content include, but are not limited to, and each shall be determined in Metronet's reasonable judgment:
  - 10.1. Illegal Activities. Any activities that violate any applicable laws, rules or regulations, including without limitation, all applicable laws relating to the privacy of communications and wiretapping laws.
  - 10.2. Harmful or Fraudulent Activities. Activities that may be harmful to other users of the Product, their operations, or their reputations, including without limitation, offering or disseminating fraudulent goods, services, schemes or promotions (e.g., make-money-fast schemes, Ponzi and pyramid schemes, phishing or pharming), or engaging in other deceptive practices.
  - 10.3. Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.
  - 10.4. Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, offensive, indecent or otherwise objectionable.
  - 10.5. Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program or data, including viruses, Trojan horses, worms, time bombs or cancelbots.
  - 10.6. Spam. Spam-related activities, including the distribution, publication, sending, or facilitating of unsolicited mass e-mailings, promotions, advertising or solicitations, including commercial advertising and informational announcements.
  - 10.7. Security Violations. Use of the Product to violate the security or integrity of any network, computer or communications system, software application or network or computing device.

- 10.8. Commercial or Unauthorized Use. Use of the Product for any revenue generating endeavor, commercial enterprise or other purpose which is not authorized under this Agreement or for which it was not designed.
- 10.9. Network Abuse. Use of the Product to carry out network abuse, including denial of service attacks or intentional interference with the proper functioning of any network, computer or communications system, software application or network or computing device.
- 10.10. Acceptable Use and Privacy Policy Violation. Use of the Product in violation of our Acceptable Use and Privacy Policy found at <https://www.metronet.com/aup-privacy> or other acceptable use or privacy policies applicable to the Product described herein or in the MaX UC EULA or MCT EULA.
11. TERMINATION. Metronet may terminate this Agreement (a) at any time, for any reason or no reason, or (b) if you breach any of its terms and conditions. Upon termination, you must cease all use of the Product and destroy all copies of the Product in your possession or under your control.
12. MISCELLANEOUS.
- 12.1. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana applicable to contracts made and to be performed entirely in the State of Indiana without regard to its conflicts of law provisions. You and Metronet irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Vanderburgh, Indiana, for all disputes arising out of or relating to this Agreement or the Product that are heard in court, and in the event that there is no other effective manner of service, Metronet and you each hereby appoints the Secretary of State of Indiana as its agent for purposes of service of process. Notwithstanding any other provision of this Agreement, you acknowledge that the MaX UC EULA and/or MCT EULA may contain an alternate dispute resolution terms and that Metaswitch may enforce such terms against you or may be subject to a different state's law.
- 12.2. If any provision in this Agreement should be held illegal or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.
- 12.3. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- 12.4. If you have any questions concerning this Agreement, or if you wish to contact Metronet for any reason, please use the contact information available at [www.metronet.com](http://www.metronet.com).
13. ADDITIONAL TERMS (APPLE TERMS WHICH APPLY WHEN THE PRODUCT IS USED ON ANY APPLE IPHONE, IPAD OR IPOD TOUCH).
- 13.1. Apple Store Terms. References in this Agreement to Metronet may include Metronet's suppliers and licensors but do not include Apple, Inc. ("Apple"). In the event of any conflict between Section 5 and the provisions of this Section 13, Section 5 will prevail except in respect of Apple's rights and responsibilities. This Section 13 does not expand Metronet's liability or obligations to you beyond that required elsewhere in this Agreement or by applicable law.
- 13.2. Acknowledgement. This Agreement is concluded between Metronet and you only, and not with Apple. Metronet, and not Apple, is solely responsible for the Product and its content.
- 13.3. Scope of License, Definitions. The License granted in Section 2 of this Agreement is solely for use on an Authorized Device in accordance with this Agreement and the Store Usage Rules. "Authorized Device" refers to any Apple iPhone, iPad or iPod Touch that you own or control. "Store Usage Rules" refers to the "Usage Rules" set forth in Apple's App Store Terms of Service, currently posted at <http://www.apple.com/legal/itunes/us/terms.html>, as it may be amended by Apple from time to time.

- 13.4. Maintenance & Support. This Agreement does not provide for maintenance or support services, but in the event that applicable law requires that such services be provided to you for the Product, Metronet, its suppliers or your mobile carrier will be solely responsible for providing the services. You and Metronet acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Product.
- 13.5. Warranty. Section 5 of this Agreement disclaims all warranties to the maximum extent permitted under applicable law, but to the extent not effectively disclaimed, if any, Metronet and its suppliers and licensors will be solely responsible for any warranties in respect of the Product. In the event of any failure of the Product to conform to any such applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Product (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Product, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Metronet's and its suppliers' and licensors' sole responsibility.
- 13.6. Product Claims. You and Metronet acknowledge that Metronet and its suppliers and licensors, not Apple, are responsible for addressing any claims of yours or of any third party relating to the Product or your possession and/or use of the Product, including, but not limited to: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- 13.7. Intellectual Property Rights. Metronet and you acknowledge that, in the event of any third party claim that the Product or your possession and use of the Product infringes that third party's intellectual property rights, Metronet and its suppliers and licensors and not Apple will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- 13.8. Third Party Beneficiary. Metronet and you acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) as a third party beneficiary to enforce this Agreement against you.
14. ADDITIONAL TERMS FOR MAX UC CONNECTOR FOR MICROSOFT TEAMS (MCT).
- 14.1. Privacy. The MCT has additional requirements to process your data. Please see Section 3 above and the MCT EULA.
- 14.2 Support and Service Availability. Your service may be disrupted.
- a. Metronet will strive to keep services required for the MCT to function up and running; however, all online services suffer occasional disruptions and outages, and neither Metronet nor its parent, affiliates, subsidiaries, suppliers or licensors (including without limitation Metaswitch) is not liable for any disruption or loss you, or your end users, may suffer as a result. MCT may suffer outages and your service may be down from time-to-time.
  - b. Metronet may stop offering or supporting the MCT at any time, at which point the ability to use the MCT will cease immediately. As a result you may no longer be able to use the MCT.
  - c. You may occasionally need software updates to keep using the MCT. Metronet and/or Metaswitch may automatically check your version of the MCT and download updates or configuration changes to the MCT.
- 14.3. Microsoft Teams AppStore Terms. In order to upload the MCT to the Microsoft Teams AppSource, you must accept the current 'Microsoft Publisher Agreement', and any other terms and conditions as may be appropriate and required (collectively, the "Microsoft Agreement"). Nothing in this Agreement shall exempt you from or supersede the terms and conditions imposed by Microsoft. Pursuant to this:

a. If you are distributing the MCT via the Microsoft Teams AppSource, you may grant Microsoft a license as required to distribute the MCT. Nothing in this Agreement restricts Microsoft's ability to distribute the MCT.

b. The Microsoft Agreement may require additional terms and conditions to be added to this Agreement. If you feel these requirements contradict these minimum terms, please contact Metronet.

15. **TELEMARKETING USING THESE PRODUCTS.** To the extent you use the Products to conduct telemarketing, whether for yourself or on behalf of another person or entity, this Section 15 shall apply.

15.1 Use of Autodialers or Pre-Recorded or Artificial Voice. You agree you will not utilize an autodialer (as defined by 47 CFR 64.1200(f)(2) and any FCC or court orders defining the term), or pre-recorded or artificial voice, including any AI-generated voice or voices that might be made to sound like a real person, for any reason without prior express written consent from Metronet. Conducting services utilizing an autodialer or pre-recorded or artificial voice without such prior written consent from Metronet will be deemed a material breach of this contract.

15.2 Compliance with Telephone Solicitation Laws and Regulations. You will comply with all federal and state laws and regulations governing telephone solicitations, telemarketing, and telephone advertising, including but not limited to the (i) Telephone Consumer Protection Act, 47 USC § 227 et al. ("TCPA"), and the Federal Communications Commission's orders, rules, and regulations implementing the TCPA, including 47 CFR § 64.1200, (ii) the Telemarketing Sales Rule, 16 CFR § 310.1 et seq. ("TSR"), and the Federal Trade Commission's orders, rules and regulations implementing the TSR, (iii) federal and state Do-Not-Call laws ("DNC Laws") and the orders, rules and regulations implementing such laws, and (iv) any other applicable telephone solicitation or privacy laws, orders, rules and regulations (collectively, "Marketing Laws"). You represent and warrant that you will (a) comply with the requirements of these Marketing Laws, and (b) take all measures necessary to satisfy or carry out Metronet's obligations under such Marketing Laws, including, without limitation: (i) ensuring all telemarketing calls are made between the hours of 8 a.m. and 8 p.m. in the recipient's local time; (ii) ensuring that telemarketing calls are not disconnected prior to at least 15 seconds or four (4) rings; (iii) ensuring that fewer than three percent (3%) of all calls in a thirty (30) day period are abandoned; (iv) checking any number to be called against the National Do-Not-Call Registry no more than 31 days prior to calling the number; (v) maintaining and updating as necessary an internally- or self-managed do-not-call or opt-out list; (vi) complying with any do-not-call or opt-out requests as soon as practicable and no later than ten (10) days after receipt of such request; (vii) providing all necessary disclosures in the call, including the identity of the seller, the purpose of the call, and the nature of the services to be sold; (viii) maintaining written procedures to ensure compliance with the national do-not-call rules; and (ix) training personnel and employees in compliance with the established procedures and Marketing Laws.