

Metronet Business Business Voice Terms and Conditions

These Business Voice Terms and Conditions ("**Voice Terms**") apply to any customer ("**Customer**") who have subscribed to voice services ("**Voice Services**") provided by Metronet, as set forth on an executed Business Agreement, and are therefore incorporated by reference into the Agreement (as defined therein) and are in addition to any voice-related terms therein. All defined terms hereunder that are not specifically defined below shall have the same meaning ascribed to them as in the Agreement.

Condition Precedent. All Voice Services require an Underlying Internet Service, whether provided by Metronet or another third-party internet service provider.

Limitations. You may not use the Voice Service for any of the following: (i) autodialing or continuous or excessive call forwarding; (ii) fax broadcast or fax blasting; (iii) telemarketing, including, without limitation, polling, political solicitation, or charitable solicitation; (iv) unlawful activities; (v) abusive conduct including, without limitation, threatening, harassing, or fraudulent behavior; or (vi) any purpose that threatens the safety, security, or use of our network or our business, including, without limitation, excessive usage. You may not resell our Voice Service or Equipment. If, in our sole and reasonable judgment, you are excessively using any of our phone Service features or packages, including but not limited to unlimited long distance, we reserve the right to require you to subscribe to a higher level Voice Service package as a requirement of continuing your phone Service with us. You agree any applicable long distance rates will be calculated based upon the telephone numbers of the calling and called parties and not necessarily their current physical locations.

Tariff(s). You understand that our Voice Services may be provided under the authority of a tariff filed with your State's Public Utility Commission which contains additional terms and conditions regarding your Voice Services. If our tariff applies to your Voice Services, it is hereby incorporated in the Agreement by this reference, and is available at <https://www.metronet.com/regulatory>.

Telephone Numbers. We utilize telephone numbers that are assigned in accordance with industry guidelines and are used, in our view, in compliance with applicable law, the Agreement, and/or our processes and procedures. You may transfer your phone number(s) to or from us if the other service provider (i) agrees to release or accept the transfer; (ii) performs the transfer without delay and without imposing non-industry-standard charges; (iii) you request the phone number transfer when you place your order for service; and (iv) the transfer of your phone number(s) does not, in our view, violate applicable law, the Agreement, or our processes and procedures.

Special Provisions Regarding E911 and Other Emergency Services. YOUR VOICE SERVICES INCLUDE 911/ENHANCED 911 (E911) FUNCTIONALITY THAT MAY DIFFER FROM THE 911/E911 FUNCTIONALITY FURNISHED BY OTHER PROVIDERS. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911 USING METRONET'S VOICE SERVICES. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER OUR VOICE SERVICES OF THESE LIMITATIONS. You acknowledge that your Voice Services are electrically powered and that your Voice Services, including the ability to access 911/E911 emergency services, security services, and/or medical monitoring services may not operate in the event of an electrical power outage or if your connection to our Fiber Services is disrupted or not operating. The location and address associated with your Voice Services will be the address identified on your Business Agreement ("**Voice Service Address**"). You acknowledge that under the terms of the Agreement, you are not permitted to move Metronet's Equipment (including phones used for the Voice Services) from the location in which it has been installed; doing so is a material breach of the Agreement. Furthermore, if you move your phone or other Equipment to an address different than your Voice Service Address, calls from you to 911 will appear to 911 emergency service operations to be coming from the Voice Service Address rather than your new address, which may delay their response. You understand that 911/E911 may not function if Voice Services are interrupted for any reason, including, without limitation, failure of Metronet's Equipment, a power outage, failure of Metronet's network or facilities, network congestion, or suspension or disconnection of your Services for any reason, including, without limitation, for nonpayment.

FOR HPBX OR OTHER MULTILINE TELEPHONE SYSTEM CUSTOMERS: You are responsible for reporting and updating your dispatchable location information which will default to your Voice Service Address unless updated. Your dispatchable location information may be updated either by contacting us or by utilizing Metronet's E911 Management Tool (available at <https://e911.metronet.com/>). Updates may only be made or requested by authorized users and may take 1-2 business days to process.

If you use our Metronet Go or Metronet Go for Teams products, you also agree to the terms and conditions in the End User License Agreement for Metronet Go and Metronet Go for Teams (available at <https://www.metronet.com/terms-conditions>), including the third-party terms and conditions referenced therein.