



## Product Use Terms

### MetTel Wireless Service

(Effective November 1, 2018; Last Updated January 16, 2024)

**1. General.** These Product Use Terms apply to Wireless Services provided to Customer by MetTel. Capitalized terms used but not defined herein will have the meanings given to them in the Master Service Agreement between MetTel and Customer.

**2. Subsidized Plan Equipment.** Equipment supplied under a Plan with any financing, discount or other subsidy must be activated under the Plan within fourteen (14) days of Equipment shipment to Customer, or Customer will be responsible for the full retail price of the Equipment as invoiced by MetTel.

**3. Sim Card Kit Fee.** Customer will be responsible for the then-current Sim Card Kit Fee (twenty dollars (\$20) as of November 1, 2018) if Customer does not activate a Sim Card shipped by MetTel within thirty (30) days of receipt.

**4. Restoral Fee.** In the event Services are suspended for non-payment, MetTel reserves the right to charge Customer a twenty dollar (\$20) Restoral Fee per line to reactivate service.

**5. Subsidy Feature Charge.** Subsidy Feature will be added to any Equipment (other than Rented Equipment, Financed Equipment and Equipment purchased by Customer at its full retail value (undiscounted & non-subsidized)) at the time the Equipment is provided. Customer agrees to incur the Subsidy Feature MRC for so long as the Line is active with MetTel. Upon completion of 24th month of Line Term, Customer will be eligible for Equipment upgrade (subject to a new purchase). In the event of termination of a Line with a Subsidy Feature prior to completion of its Line Term, Subsidy Feature charge for the remainder of the current Line Term will be accelerated to the date of termination and immediately due and payable.

**6. Device Restriction.** In the event of termination of a Line provided with any Equipment prior to completion of its Line Term, associated Equipment may be disabled and unusable with network of another carrier until all of the outstanding charges are paid in full and the Customer's MetTel account is current.

**7. Proration.** Monthly Services and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of your billing cycle.

**8. Excessive Usage / Unlimited Plan Limitations.** "Unlimited" does not mean that wireless data will be transmitted at any particular speed or that wireless data service may be used for any prohibited network uses. Upon notice MetTel may reassign to an alternative Plan any Lines under an unlimited Plan that are experiencing usage that exceeds a single business user's typical usage level as determined by MetTel in its sole discretion. MetTel may also reduce data throughput speeds at any time such usage levels are exceeded or otherwise based on the terms of the applicable Plan, which may include an identified data usage threshold during any billing period. Reduced data throughput speeds means the end user may experience reduced data speeds and increased latency, which may cause websites to load more slowly and affect the performance of data-heavy activities such as video streaming.

**9. RMA Policy.** If any Equipment is delivered by MetTel in a defective condition Customer must notify MetTel within thirty (30) days (or such longer period as provided by the manufacturer or distributor) of receipt by contacting the MetTel customer service center and opening a service ticket. MetTel will assist in troubleshooting and, if unsuccessful, MetTel will authorize its return and provide a return shipping label. Customer must ship the unit to MetTel for replacement within three business days of receipt of the label and return authorization. Upon receipt of the returned Equipment, MetTel will process the applicable warranty claim with the manufacturer and there will be no charge for such Equipment replaced under manufacturer's warranty (if the repair or replacement is not covered by the manufacturer's warranty, including without limitation water or physical damage, Customer



will be charged the full retail value of the replacement in addition to the charges for the original Equipment). Equipment returned for warranty RMA will not be returned to Customer. If multiple units are claimed to be defective, MetTel reserves the right to require return of the defective Equipment prior to issuing a replacement. Replacements for Equipment not returned in accordance with this section will be charged to Customer at full retail in addition to charges for the original unreturned Equipment.

**10. Mobile Device as a Service (MDaaS).** MDaaS is a Plan that includes a unit of Rented Equipment. MDaaS includes a modified version of MetTel Protect as an additional service that provides for replacement of damaged Rented Equipment covered by the modified MetTel Protect. In the event of physical damage to Rented Equipment, MetTel will replace the Rented Equipment with a like-new replacement unit of the same or similar model. MetTel reserves the right to provide a substantially equivalent model in the event that an exact replacement is not immediately available from inventory. Replacement under MetTel Protect is available for up to fifteen percent (15%) of covered Rented Equipment of the same type (i.e., smartphones, feature phones, aircards, and tablets are each aggregated together separately for purposes of determining eligible replacement quantities within each type) activated with a Line during the 24 month period following Plan acceptance ("Eligible Devices"). Replacement of Eligible Devices is subject to return of the damaged Rented Equipment within five (5) business days of receipt of the replacement; if not so returned, Customer is responsible for the retail cost of the replacement unit. Up to three percent (3%) of Eligible Devices may be replaced if lost or stolen. Replacement requests approved by 4pm ET will be shipped at no charge via overnight the next business day.

**11. Administrative Charge.** MetTel's administrative charge helps defray costs MetTel incurs to provide wireless services currently including charges MetTel pays local telephone companies for delivering calls from our customers to their customers and charges associated with using wireless carrier network facilities and services. This is a MetTel charge, not a tax that MetTel is required to collect from customers. The administrative charge is subject to change from time to time.

**12. MetTel Protect.** Mobile Protect is an additional Service that provides for replacement of damaged Equipment covered by the Service. In the event of physical damage to Equipment covered by MetTel Protect, MetTel will replace the Equipment with a like-new replacement unit of the same or similar model. MetTel reserves the right to provide a substantially equivalent model in the event that an exact replacement is not immediately available from inventory. Replacement is subject to return of the damaged unit and replacement is not available for lost or stolen devices. Customer must return the damaged unit within five (5) business days of receipt of the replacement or will be responsible for the retail cost of the replacement unit. Replacement under MetTel Protect Service is valid one time per year for covered Equipment of the same type (i.e., smartphones, feature phones, aircards, and tablets are each aggregated together separately for purposes of determining eligible replacement quantities within each type) activated with a Line and the MetTel Protect Service during the 24 month period following Plan acceptance. Replacement requests approved by 4pm ET will be shipped via overnight the next business day.

**13. Overage Protection Plan.** Overage Protection Plan is an optional per Line feature that, if purchased under a Plan, applies as an additional charge to each Line under a Plan billed for a term specified on the Plan. As part of the Overage Protection Plan MetTel will use reasonable efforts to periodically review Customer's account for overage charges and reserves the right, in MetTel's sole discretion, to make Plan changes (e.g., moving a Line to a higher pooled data plan) to Lines incurring, or projected to incur, overage charges for exceeding the allotted usage parameters. MetTel will have no obligation to make subsequent Plan changes for these Lines (e.g., moving a Line to a lower pooled data plan), unless expressly requested by Customer. For the avoidance of doubt, MetTel makes no assurance that Customer will avoid any overage charge or experience an overall lower cost, and will have no liability therefor.

**14. Feature Phone:** Means a basic phone or data only device with ability to access the internet and other limited functions (e.g., store and play music) but lacks the advanced functionality of a smartphone or complex mobile



operating systems such as Android from Google or iOS from Apple. MetTel's will have sole discretion in determination of what constitutes a Feature Phone.

**15. Diagnostic Data:** Customer agrees that MetTel, its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to technical information about the Customer Equipment, system and application software, and peripherals, that is gathered periodically to facilitate the provision of MetTel Software updates, product support and other services to the Customer (if any) related to MetTel Software, and to verify compliance with the terms of this License. MetTel may use this information, as long as it is collected in a form that does not personally identify the Customer, to provide and improve MetTel's products and services. To enable MetTel's partners and third party providers to improve their software, hardware and services designed for use with MetTel products, if Customer opts in to diagnostic and usage collection, MetTel may also provide any such partner or third party provider with a subset of diagnostic information that is relevant to that partner's or provider's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify the Customer.

**16. Location Data:** MetTel, its partners and licensees may provide certain services through the Customer Equipment that relies upon location information. To provide and improve these services, where available, MetTel, its partners and licensees may transmit, collect, maintain, process and use Licensee location data, including the real-time geographic location of Customer's Equipment, and location search queries. The location data and queries collected by MetTel are collected in a form that does not personally identify the Customer and may be used by MetTel, its partners and licensees to provide and improve location-based products and services. By using any location-based services on Customer's Equipment, the Customer agrees and consents to MetTel 's, its partners' and licensees' transmission, collection, maintenance, processing and use of Customer's location data and queries solely to provide and improve such products and services. Customer may withdraw this consent at any time by disabling the location-based features in Customer's Equipment. Not using these location features will not impact the non-location-based functionality of Customer's Equipment. When using third party applications or services on the Customer Equipment that use or provide location data, Customer is subject to and should review such third party's terms and privacy policy on use of location data by such third party's applications or services.

**17. Device Trade-in Program:** Customer is eligible to participate in MetTel's Device Trade-in Program pursuant to the terms in this Section. When enrolling Equipment in the Device Trade-in Program, Customer will provide MetTel with a description and its good faith assessment of the Equipment condition. If Equipment is eligible for the Program, Customer will deliver the unit of Equipment to MetTel in accordance with instructions supplied by MetTel within thirty (30) days of enrollment. Customer is responsible for removing all personal data and passwords and returning the device to factory-default state. Upon receipt of the Equipment, MetTel will determine the trade-in value in its sole and absolute discretion, and if applicable, apply the amount of the Equipment trade-in value as a credit against Customer's invoice. Title to Equipment will transfer to MetTel upon receipt. As used herein, "condition" evaluated includes all aspects of the Equipment including without limitation functionality, status (timely return, factory-reset and clear of personal data), battery life, wear, defects and damage (cosmetic or otherwise) and completeness of accessories and original packaging. Notwithstanding anything to the contrary, MetTel's determination of condition is final and binding. By participating in the Device Trade-in Program, Customer acknowledges and agrees that (i) transfer of the Equipment is final and no Equipment will be returned to Customer regardless of credit determination and (ii) the final adjusted credit (if any) may be less than the initially estimated amount; and Customer hereby releases MetTel from any claim in connection with the foregoing.