

GENERAL TERMS APPLICABLE TO METTEL PRODUCTS

A. Applicability

1. **Application**. These general terms (“Product Guide”) apply to the services (“Services”), software (“Software”) and equipment (“Equipment”) and, together the Services and Software, the “Products”) provided by Manhattan Telecommunications Corporation LLC or any of its affiliates (collectively referred to herein as “MetTel”) to the purchaser (“Customer”) and sets forth general terms applicable to all Products. Customer has, and is deemed to have, accepted to be bound by this Product Guide, including all terms and conditions incorporated herein by reference upon: (a) execution of a Master Service Agreement between MetTel and Customer (“MSA”), (b) Customer submitting an Order (as defined herein) for Products; and/or (c) Customer receiving or using Products without an Order as described herein.
2. **Relation to Other Documents**. Additional Product-specific terms are set forth in applicable Product Guides found at <https://www.mettel.net/legal/tariffs-product-guides/> and are incorporated herein by reference.
3. **Conflicts**. In the event of a conflict between this Product Guide, a Product-specific Product Guide and any executed MSA, precedence will be given first, to the MSA, second, to the Product-specific terms and last, to this Product Guide.

B. Product Management.

1. **General**. Every Product furnished by MetTel are subject to the rates, charges, rules and regulations from time to time in force and effect.
2. **Orders**. Orders may be submitted using MetTel-provided order forms or other documentation reasonably acceptable to MetTel (“Orders”). Customer may be required to sign an application form or submit an Order through the MetTel Portal requesting MetTel to furnish the Product. Except as expressly set forth therein, rate cards (Orders with indefinite quantities) may be discontinued by MetTel at any time other than for previously-activated Products. Equipment under an Order is subject to availability and pricing is subject to periodic change.
3. **Order Acceptance**. All Orders are subject to verification and approval by MetTel prior to processing. Approval will be subject to, among other considerations, receipt of all required approvals and/or authorizations from regulatory agencies, MetTel review and approval of Customer credit terms, and confirmation of Product availability.
4. **Authorization**. By submitting an Order, Customer authorizes and appoints MetTel to act as its agent solely for the purposes of establishing, converting and/or maintaining Products, including ordering, changing and/or maintaining such Products, and to do such other things reasonably necessary to provide such Products.
5. **Installation**. Service installation means Service delivery to the demarcation point (the MetTel-designated physical interface between the MetTel Service and Customer’s telecommunications equipment) which is generally at the MPOE (minimum point of entry). Service, wiring (including extensions of the demarcation point) and equipment for use on Customer’s side of the demarcation point are the responsibility of Customer and may be provided by MetTel at an additional cost.

Installation does not include buildout or the construction of facilities (if applicable). Cloud-based Services like cloud firewall or SIP call paths are installed and active when the service has been enabled for use in the cloud. Software and Equipment (including Equipment provided in connection with a Service like Starlink) does not include installation except as specified in an Order.

6. **Hosted Products.** This section applies solely to MetTel-hosted Services, including hosted PBX. MetTel will provide Customer with password-protected access to its hosted Service(s). Passwords are selected by Customer or its end-users, and Customer shall be solely and exclusively responsible for protecting all account passwords and the use and control of access to Customer's account.
7. **Service Level Agreements.** Service Level Agreements ("SLAs") for Services, if any, will be set forth in the Order or a separate SLA document.
8. **Unauthorized and Fraudulent Usage.** It is understood that MetTel is under no obligation to investigate the authenticity of calls charged to Customer's account and shall not be liable for any fraudulent or unauthorized calls processed by MetTel and billed to Customer's account. Notwithstanding, in the event MetTel discovers or reasonably suspects fraudulent calls are being made, or that the Services are being used in connection with (i) illegal, fraudulent or abusive activity, (ii) activity that places MetTel's (or its providers') network at risk or could subject MetTel (or its providers) to liability to a third party or (iii) in a manner that violates the Agreement, any applicable acceptable use policy or infringes the rights of a third party (including without limitation, to support illegal robocalling activity), nothing contained herein or therein shall prohibit MetTel from taking immediate action, without notice to Customer, that is reasonably necessary to prevent such calls or transmissions from taking place, but is under no obligation to do so.
9. **Use of Products.** Products purchased from MetTel cannot be resold. Customer agrees that it is responsible and accepts full liability for all use of the Products, with or without its permission, and will not resell the Products or distribute/ transfer the Products purchased from MetTel to any person or entity other than its employees. Customer shall be solely and exclusively responsible for protecting all account passwords and the use and control of access to Customer's account.
10. **Service Terms.** Unless otherwise provided for in the Order, the MSA or any product guide, all Services shall have a service term of month to month and, unless otherwise terminated in accordance with the MSA, shall automatically renew on a month-to-month basis at then-current month to month rates.
11. **Terminating Service.** Services may be terminated by submission of a disconnection order. Customer will remain responsible for all charges for such Service up to the date the Service is disconnected, as well as any charges in connection with the termination including any applicable early termination charge. Except as otherwise set forth in the MSA, in the event of termination of any Product before completion of its term, the charges for such Product for the remainder of the term will be accelerated to the date of termination and immediately due and payable. Disconnection interval varies by Product type and is not guaranteed.

C. Rates and Charges.

1. **Billing.**
 - i. Charges for Products are set forth in the Order as supplemented by this Product Guide and any Product-specific Product guide.

- ii. Monthly recurring charges such as access fees and feature charges are generally billed monthly in advance, while one-time charges such as usage rates are typically billed in arrears.
- iii. MetTel bills on a monthly basis, and Customer will be placed on one of four monthly billing cycles billing on the first, eighth, fifteenth or the twenty-third day of each calendar month.
- iv. All payments are due twenty-five days after invoicing or are subject to late fees of 1.5% per month on any charges not paid by the due date. Customer is responsible for all costs to collect any unpaid charges. Where accepted by MetTel and subject to applicable law, payment by credit or purchase card are subject to a processing surcharge.
- v. MetTel guarantees that a designated individual at Customer will receive an electronic invoice within three (3) business days of the monthly billing date. If it is not received in this timeframe, the payment interval will be extended by one business day for each business day it is delayed.
- vi. If objection is not received by MetTel within three months after an invoice is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon Customer.

2. **Taxes and Other Charges.**

- i. Customer will pay MetTel all federal, state and local taxes (including sales, use and excise taxes) that are applicable to the Products. Except for taxes based on MetTel's net income, Customer will be responsible for all taxes, regulatory costs, fees and surcharges arising from or in connection with an order, rule or regulation of any governmental or quasi-governmental authorities imposed on or incident to the provision, sale or use of Products, whether on Customer, MetTel, MetTel's underlying providers or any of their affiliates.
- ii. Certain other rates, charges, surcharges and/or fees may apply, as provided for by tariff or product guide, the FCC, other governmental entities, applicable law or other regulation or requirements. Customer shall be responsible for payment of all taxes, surcharges, regulatory fees and/or programs, however designated, imposed on or based upon the provision, sale or use of Products, and for certain other variable expenses incurred by MetTel to provide the Products, including MetTel's payments to government entities and agents, payments to its provider(s), and its internal costs incurred to comply with local, state or federal regulation. Such costs may be associated with, for example, 911 access, universal service programs, franchise fees, FCC and state regulatory fees, and/or utility, telecommunications, excise or other taxes. Customer agrees to pay all invoiced surcharges.
- iii. Additional fees may apply if Customer elects or uses additional Services or for ancillary or Service-related orders (for example, installation fees or move, add or Service change fees).

D. **LIMITED LIABILITY; DISCLAIMER OF WARRANTIES; FORCE MAJEURE.**

1. **Limited Liability.** As used in this Product Guide, "service failure" means a failure to comply with a direction or obligation to install, restore or terminate Services, a failure to provide Services and failures, mistakes, omissions, interruptions, degradation, delays, errors, defects or the like occurring in the course of the provision of Services. The total liability, if any, of MetTel and its affiliates and suppliers and their officers, directors, agents and employees for damages arising out of this Agreement, the relationship created hereby or out of the furnishing of Products shall be limited to: (i) for service failures:

a repair or re-performance of the Service, and a pro-rata refund of any prepaid fees for continuous service failures in excess of 24 hours, (ii) unless directly caused by the willful misconduct of MetTel, no liability for injury to persons or property, losses (including any loss of business), damages, claims or expenses of any kind caused by Equipment or Software, and (iii) in all other cases proven direct damages in an amount limited to the Service charges paid by Customer under this Agreement during the three months preceding the date of accrual of the first claim, even if the other limitations of liability set forth herein fail of their essential purpose. In addition, none of MetTel or its affiliates and suppliers or any of their officers, directors, agents or employees will be liable to the Customer for any consequential, indirect, incidental, reliance, exemplary, special, punitive or other like damages including without limitation loss of use, profits, revenue, business or goodwill with respect to any claims arising under this Agreement or regarding the Products to be provided hereunder, even if MetTel has been advised of the possibility of such damages.

2. **WARRANTIES.** MetTel represents and warrants to Customer that MetTel shall perform and provide the Services hereunder using adequate numbers of qualified individuals with suitable training, education, experience and skill. EXCEPT AS EXPRESSLY WARRANTED IN THE PRIOR SENTENCE, CUSTOMER AGREES THAT THE PRODUCTS ARE PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITH ALL FAULTS, AND THAT METTEL DOES NOT WARRANT THAT THE PRODUCTS WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION, AND SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO ANY SERVICES, EQUIPMENT AND SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. METTEL IS NOT THE MANUFACTURER OF ANY EQUIPMENT. WITH RESPECT TO METTEL, CUSTOMER PURCHASES OR RENTS THE EQUIPMENT, AS APPLICABLE, “AS IS.” EQUIPMENT SHALL BE SUBJECT TO THE WARRANTIES, IF ANY, PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THE EQUIPMENT. WITH RESPECT TO SECURITY PRODUCTS INCLUDING WITHOUT LIMITATION CLOUD FIREWALL & SASE, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT NO VENDOR CAN ASSURE COMPLETE SECURITY AND NOTHING HEREIN OR ELSEWHERE SHALL BE DEEMED TO IMPLY A SECURITY GUARANTEE OR ASSURANCE.

E. Governing Law; Jurisdiction.

1. Unless expressly agreed otherwise in the MSA, this Product Guide shall be governed by the laws of New York, without regard to its choice of law principles, and the venue for any legal action or litigation involving this Product Guide and all proceedings held in such action or litigation will be exclusively the courts of the State of New York, or the federal courts of the United States of America, in each case located within New York County.