

Ambassador Information Acknowledgement & Acceptance		
Ambassador Name:		
MetroNet Subscriber Number:		
Address:		
City:	State:	Zip:
Phone:	Alternate Phone:	Email Address:
<p><i>The undersigned party (hereinafter “you” or “Ambassador”), makes the following representations to Metro Fibernet, LLC and its affiliates (collectively “MetroNet”): (i) you are 18 years of age or older and have the legal capacity to sign this Community Ambassador Agreement (“Agreement”); and (ii) you agree to abide by the Community Ambassador Program Terms and Conditions, which are hereby incorporated into the Agreement by reference, and may be found on the MetroNet website at https://XXXXXXXXXX.</i></p>		
Signature:		
Date:		

COMMUNITY AMBASSADOR PROGRAM TERMS & CONDITIONS

- General.** MetroNet, (hereinafter “we”, “our” or “us”), provides state-of-the-art fiber based broadband services to residential consumers (collectively, “Broadband Services” each a “Broadband Service”). The Community Ambassador Program (“Program”) is designed to reward you for each referral of a new MetroNet residential customer by paying you a referral fee (“Referral Fee”). Capitalized terms not defined herein shall have the same meanings ascribed to them in the Agreement.
- Term.** The term of the Agreement shall commence on the date you signed the Ambassador Acknowledgement and Acceptance Form and shall continue until terminated by either party by delivering written notice to the non-terminating party pursuant to Section 10 below (“Term”).
- Participation.** At all times while participating in the Program, you shall meet the following requirements: (a) be a current MetroNet subscriber in good standing; (b) successfully complete all Program training; (c) abide by the Ambassador Code of Conduct set forth in Exhibit A; and (d) not be in default under any of your obligations under the Agreement. If you are a MetroNet employee or spouse of a MetroNet employee, you are not eligible to participate in the Program. MetroNet may choose to accept or reject any Ambassador Acknowledgement and Acceptance Form in its sole discretion.
- Eligible Orders.** To be eligible for a Referral Fee, you must refer an order for a Broadband Service that meets the following criteria (“Eligible Order”) (a) the order must be submitted by a new MetroNet residential customer or a former residential MetroNet customer who discontinued service as a customer in good standing at least 90 days prior to the date of the new order; (b) the order must be submitted either through the toll free telephone number or the URL assigned to you; (c) the ordered Broadband Service must be in use for a minimum of 90 consecutive days from the date of installation; and (d) the referred residential customer must have made all required payments to MetroNet for the Broadband Service during such 90 day period. The following orders are not Eligible Orders (i) any order from a current MetroNet residential customer; (ii) any order from a residential customer who was previously referred to MetroNet by another party; (iii) any order for a MetroNet commercial service; (iv) any order from a MetroNet customer who discontinued service in the 180 days prior to the date of the new order; (v) any residential customer that you previously referred to us; (vi) any order from a residential consumer who is not eligible to receive Broadband Services from us; or (vii) any order we reject in our sole discretion. Nothing in the Agreement shall require us to provide a Broadband Service to any residential consumer referred by you. We also reserve the right to cancel an Eligible Order, after initially accepting it in our sole discretion. You agree that we shall make the final determination, in our sole discretion, as to whether an order is an Eligible Order.
- Referral Fees.** You will receive a single Referral Fee for each Eligible Order, in accordance with the terms set forth in Exhibit B (“Referral Fee Schedule”). With prior notice to you as set forth in Section 10, from time-to-time, we may change the Referral Fee Schedule.
- Non-Solicitation.** For a period of 2 years following the termination of the Agreement, you shall not: (a) either directly or indirectly, recommend a competing service to any residential customer you previously referred to us; or (b) attempt to move any MetroNet customer to another provider’s service or broadband network.
- Compliance with Laws.** You agree to comply with all applicable federal, state and local laws, regulations and ordinances as well as our customer privacy guidelines set forth in Exhibit C.
- Indemnification.** You agree to indemnify and hold MetroNet harmless from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation, reasonable attorney’s fees, to which MetroNet may be subject that arise out of: (a) any material misrepresentation made by you about MetroNet or the Broadband Services; (b) marketing and promotional activities on social media and other channels and platforms or (c) your breach of the Agreement.
- Confidential Information.** All information provided to you by MetroNet, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential”, including, but not limited to, the Agreement, all customer lists and information about the Program, will be treated as confidential information (“Confidential Information”). You will not disclose any Confidential Information to any person or entity without the express written consent of MetroNet. Notwithstanding the foregoing, Confidential Information will not include any information that (a) was in the public domain at the time of the communications thereof to you; (b) entered the public domain through no fault of you subsequent to the time of the communication thereof to you; (c) was in your possession free of any obligation of confidence at the time of disclosure by MetroNet; or (d) was disclosed by you by a third party source, free of any obligation of confidence, after disclosure. Upon termination of the Agreement, you will return to MetroNet all Confidential Information in your possession and any notes derived from such Confidential Information.

10. **Notices.** You agree that any notices required under this Agreement may be sent to you via mail, email, text, social media or other electronic means. You agree to send us updates to your e-mail and physical addresses as necessary so that we always have the most current contact information for you. If you fail to provide us with such updated information, and we send any notice to an old address, you will be deemed to have received notice for purposes of this Agreement. MetroNet's notice address is: 8837 Bond Street, Attn: Legal Department, Overland Park, KS 66214
11. **Independent Contractor Relationship.** You represent and warrant to us that you are an independent contractor, and not an agent, servant, or employee of MetroNet. You shall assume full responsibility to and for yourself under all applicable federal, state and local laws or regulations, including but not limited to, worker's compensation, employee injuries, income and tax withholding, and any other acts, laws or regulations of similar import. You represent and warrant to us that you are authorized to work in the United States. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-employee relationship, partnership or association between you and MetroNet. Without limiting the foregoing, you acknowledge that (a) MetroNet is not directing how you perform your obligations and duties under the Agreement; (b) you are solely responsible for choosing when and where you want to participate in the Program; and (c) this is not an exclusive arrangement of either party.
12. **Warranty Disclaimers; Limitation of Liability.** YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS AND METRONET DISCLAIMS, AND YOU HEREBY WAIVE, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL METRONET OR ITS AFFILIATES BE LIABLE UNDER THE AGREEMENT OR IN CONNECTION WITH THE PROGRAM FOR (A) SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, EVEN IF METRONET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DAMAGES, IN AGGREGATE, IN EXCESS OF THE LESSER OF THE PROGRAM INCENTIVES PAID TO YOU IN THE THREE MONTHS IMMEDIATELY PRECEDING THE CLAIM OR \$100.00 USD.
13. **Entire Agreement.** The Agreement including all exhibits thereto constitutes the entire agreement between you and MetroNet with respect to the Program. With prior notice to you as set forth in Section 10, the Agreement or any aspect of the Program may be altered, changed or modified by MetroNet at any time. Your continued participation in the Program after notice to you of any such changes constitutes your acceptance of the changes. If you do not agree to a change, your sole remedy is to cease participating in the Program. Sections 6, 8, 9 and 12 shall survive the termination of the Agreement.

EXHIBIT A

Ambassador Code of Conduct

1. At all times while communicating with a prospective customer about MetroNet or the Broadband Services, you agree to be polite, courteous and refrain from using insulting or abusive language.
2. Any marketing or sales messaging that you communicate to a residential consumer about MetroNet or the Broadband Services must satisfy the following guidelines:
 - a. The messaging must reflect your honest opinion and your statements must be truthful and accurate.
 - b. The messaging must not contain a comparison to, or otherwise mention, a competing service or competing service provider.
 - c. Except as expressly authorized by MetroNet in writing, the messaging must not contain any product claims (e.g., "MetroNet offers the fastest Internet speeds anywhere"), however, you can make sales and marketing claims that are taken verbatim from MetroNet's web pages.
 - d. Any messaging posted to a social media platform (e.g., Facebook, Twitter, Instagram, Pinterest etc.), must include one of the following indications: "MetroNet Ambassador" or "This is a paid endorsement" or "#paidad". Any other sale or marketing messaging, including messaging that is conducted in person or over the telephone, will include, at a minimum, an indication that you are a MetroNet Ambassador, and comply with the FTC standards for clear and prominent disclosure set forth in [Disclosures 101 for Social Media Influencers | Federal Trade Commission \(ftc.gov\)](#).
 - e. Any messaging made on a social media platform must comply with the terms of use of the applicable social media platform website.
3. You will not engage in any fraudulent, deceptive, illegal and/or unethical activity that would tend to disparage or diminish MetroNet's reputation or cause it to be in violation of any law.
4. You agree not make any false or misleading statements about MetroNet's competitors.
5. Other than with respect to materials provided in connection with your participation in the Program, you may not use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by MetroNet.
6. You will not engage in door-to-door solicitations, email solicitations or telemarketing on behalf of MetroNet, unless approved by a MetroNet EVP/GM and VP of Residential Sales in writing in advance of these efforts.
7. You will not promote or solicit orders for any MetroNet product or service other than the Broadband Services.
8. You will not enter into, alter, or amend any contracts or agreements on behalf of MetroNet or otherwise bind MetroNet in any way.
9. You will not engage in any activity that would interfere with the contractual relationships between MetroNet and any of its customers, service providers, employees, or other parties affiliated with MetroNet.

EXHIBIT B

Referral Fee Schedule

1. **Payment of Referral Fees; Tier Eligibility.** For purposes of payment of a Referral Fee, the Broadband Service(s) associated with an Eligible Order must be installed and operational for a period of 14 days. Each earned Referral Fee shall be paid every 14 days. No taxes will be deducted from your Referral Fee. Therefore, you are responsible for any and all tax liability arising out of any Referral Fee. If applicable, you may be required to complete and return IRS Form W-9 or other documentation we may reasonably request from you. For purposes of determining Tier eligibility, Referral Fees are cumulative as long as you submit at least one Eligible Order within any 180-day period. If you fail to submit an Eligible Order at least once during any 180-day period, then regardless of your then-current Tier status, you will be returned to Tier Level 1. In addition, Eligible Orders that are terminated and charged back will not count for purposes of determining Tier eligibility. Please see Section 3 and the example set forth below in Section 4.

2. **Referral Fee Schedule.**

Tier	Eligible Orders	Referral Fee (per Eligible Order)
Tier 1	1 – 5	\$200
Tier 2	6 – 10	\$250
Tier 3	11 - plus	\$300

3. **Service Interruption/Cancellation; Charge Back.** If an Eligible Order submitted by you is terminated for any reason within 90 days following installation, MetroNet may charge back or set off an amount equal to the Referral Fee previously paid to you for the terminated Eligible Order. In addition, such terminated Eligible Order will no longer count for purposes of determining Tier eligibility. Please see the example set forth below in Section 4.

4. **Example.** Follows is an example and a table illustrating how the Referral Fees payment, the Tier status (eligibility and reduction), and charge back works in practice: In the first month of May, the Ambassador sells the Broadband Services to two people and two installs occur. In May, the Ambassador would be in Tier 1 and the Referral Fees would be \$400 (\$200 x 2). In October, the Ambassador completes a total of 6 installs from May and is moved up to Tier 2. The October Referral Fees increase to \$250 per install. In March, the Ambassador has 2 installs for a total of 12 installs and is moved up to Tier 3. The March Referral Fees increase to \$300 per install. If the Ambassador submits least one Eligible Order during any 180-day period, the Ambassador retains Tier 3 status. However, if the Ambassador fails to submit an Eligible Order at least once during such 180-day period, the Ambassador’s Tier status would be reduced from Tier 3 to Tier 1. In addition, if 6 people cancel the Broadband Services within 90 days from the date of installation, the Ambassador would be returned to Tier 2 as a result of the terminated Eligible Orders and charged back the difference between the Tier 3 Referral Fee and the Tier 2 Referral Fee. In this example, the chargeback would amount to \$150 (3 installs at \$250 – not \$300).

Month	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
Installs	2	1	0	1	1	1	0	0	1	3	2	1	13 Total Installs
Tier	T1	T1		T1	T1	T2			T2	T2	T3	T3	
Monthly Referral Fees	\$400	\$200	0	\$200	\$200	\$250	0	0	\$250	\$750	\$600	\$300	
Cumulative Referral Fees	\$400	\$600	\$600	\$800	\$1000	\$1250	\$1250	0	\$1500	\$2250	\$2850	\$3150	\$3150 Total Referral Fees

EXHIBIT C

Consumer Privacy Guidelines

1. "Personal Information" means a name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, bank account number, credit card number, debit card number, or any other financial information of a residential consumer.
2. "CPNI" means (a) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; and (b) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term does not include subscriber list information.
3. You shall not accept payment from a MetroNet customer under any circumstances.
4. You shall treat any Personal Information or CPNI you receive from a residential consumer as Confidential Information and shall not disclose it to any third party including, without limitation, any law enforcement or governmental agency, without first obtaining MetroNet's written consent, which consent will not be unreasonably withheld or delayed.
5. You shall not copy or attempt to copy the Personal Information or CPNI of any residential consumer.
6. If a residential consumer provides you with their Personal Information or CPNI in any form of communication (i.e., e-mail, text, paper copy etc.), you shall promptly destroy or delete such communication.
7. You shall promptly notify MetroNet upon the discovery of a breach or suspected breach of any Personal Information or CPNI in your possession.