

City of Portland Contract Number _____

NETWORK CONNECTIVITY LICENSE AGREEMENT

**CITY OF PORTLAND, OREGON
&
MetroFi**

August 2006

NETWORK CONNECTIVITY LICENSE AGREEMENT

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Network Connectivity License Agreement

This Network Connectivity License and Services Agreement (“Agreement”) shall be effective on the same date as the “Effective Date” of the Nonexclusive License Agreement entered into by and between the City of Portland, a State of Oregon municipal corporation (the "City" or “Party”), and MetroFi, Inc., 516 Clyde Avenue, Mountain View, California 94043, a State of Delaware corporation, (“Provider" or “Party”), hereinafter referred collectively to as Parties (the “Parties”).

1 DEFINITIONS.

Unless otherwise set forth herein, defined terms shall have the meanings set forth in the Nonexclusive License Agreement between the City and Provider.

- 1.1 **Acceptance.** “Acceptance” means that City has determined to its reasonable satisfaction that (A) the System has, at a minimum, met functional diagnostics and other standards required to permit the System to operate in accordance with the Nonexclusive License Agreement; or (B) any other Acceptance Criteria mutually agreed to by City and Provider.
- 1.2 **Acceptance Test.** “Acceptance Test” means those certain procedures used by City to determine whether a Product, if such Product acquired hereunder may be subject to an Acceptance Test as identified on a respective Order, meets or satisfies Acceptance Criteria.
- 1.3 **Activation.** “Activation” means the formal recognition of delivery of Services under an Order.
- 1.4 **City.** “City” means City of Portland, and its successors or assigns, and, as to a license granted to City, may include employees or any person or entity under contract to provide services to City, who is authorized to use City’s systems in the course of conducting City’s business.
- 1.5 **Documentation.** “Documentation” means user manuals and other written materials which describe the features or functions of any software, hardware, documentation, CPE or of any customization or upgrade to such software or hardware, including but not limited to published specifications, marketing materials, technical manuals, and operating instructions delivered to City under this Network Connectivity License Provider, which City is permitted to copy in accordance with terms set forth in the Non-exclusive License Agreement.
- 1.6 **Initial Order.** “Initial Order” means the City’s formal request for Subscription Services in accordance with the Nonexclusive License Agreement. The Initial Order will be prepared in a form outlined in Section 2, Grant of License, of this Network Connectivity License Agreement.
- 1.7 **Maintenance.** “Maintenance” means Provider’s support services which are designed to keep the Services and any Products, including without limitation software and/or hardware delivered by Provider to City for use with the Services operating optimally as more clearly described in the Service Level Commitments or SLAs set forth herein.

- 1.8 Provider.** “Provider” means MetroFi Inc., its officers, employees, agents; its direct and indirect majority owned subsidiaries, re-sellers, or distributors and Affiliates, regardless of location of operation.
- 1.9 Services.** “Services” means any category of access to the System installed and implemented by Provider subject to the Nonexclusive License Agreement and collectively all other services provided by Provider to City under this Agreement including Maintenance, support, consulting, or on-site engineering services, wireless network services/bandwidth, and delivery of Products Supplied for Connectivity as more fully described in Section 3.2.
- 1.10 “Service Level Agreements”/“SLAs”** means those commitments for availability or performance to which the System shall conform in order that City shall receive the benefit of the bargain for its subscription thereto.

2 GRANT OF LICENSE.

City may request access to a category of Services as further defined in Section 3.1 by submitting an Order to Provider as outlined in the Non-exclusive License Agreement or this Agreement. Each Order shall identify the particular City sites that City wishes to obtain Services, the appropriate category of Services and applicable rates, the person requesting Services, contact individuals, cost center or charge code, and any other information as deemed appropriate under an Order subject to this Section and terms set forth in the Network License Agreement. With fulfillment of the Initial Order and upon Activation thereunder, Provider shall grant to City a nontransferable, non-exclusive license to use Services (the “Network Connectivity License”/“NCL”) which includes the right to access Services and use Products Supplied for Connectivity as more fully described in Section 3.2, subject to the terms and conditions set forth herein. The NCL shall be expanded to include additional City sites and Services upon fulfillment of subsequent Orders and Activation of Services there under. City shall use the Services without the right of resale or distribution, and strictly in accordance with the applicable laws and those obligations set forth in Provider’s Acceptable Use Policy, a copy of which is attached hereto as **Exhibit I**. Provider reserves the right to change the Policy upon notice to City, provided that any changes to Policy that are contrary to specific provisions of this Agreement or those contained in the Non-exclusive License Agreement shall be subject to re-negotiation provisions specified in the Nonexclusive License Agreement. In the event that Provider makes changes to the Acceptable Use Policy that are unacceptable to City, Provider agrees that City shall have the right to cancel Services under any or all Orders without penalty. City agrees that IP addresses are not guaranteed, transferable or provided for further distribution.

3 SERVICES.

3.1 Subscription Categories.

Provider shall offer a variety of Subscription Services as detailed in City's RFP #104112. Subscriptions Services shall include at a minimum the following categories of Services:

3.1.1 City Wi-Fi Subscription Service – 1Mbps/256kbps

Wireless Mobile Service. The Service is comparable to the standard Wi-Fi subscription service supporting 802.1x authentication, except that it uses the City's separate SSID, VLAN and Layer 2 handoff to the City. This level of Service shall include no advertising insertion or banners or inserted advertising. The Splash Page for authentication for mobile users may contain advertising per the Non-Exclusive License. During times of declared emergency, the Provider shall provide priority to City usage of the Service within the Provider System.

3.1.2 Parking Meter Subscription Service – 1Mbps/256kbps

Fixed Wireless Service for traffic devices. The Service is designed for services such as the parking meters, which have limited traffic flow to the City network. The Service includes 802.1x authentication, uses the City's separate SSID, VLAN and Layer 2 handoff to the City.

3.1.3 Commercial Subscription Service

Fixed wireless Service. The Ethernet service will be supported in the pre-WiMAX layer of the System, or via direct microwave link, and provide Quality of Service capabilities comparable to T-1 and multiple T-1 services. During times of declared emergency, the Provider shall provide priority to City usage of the Service within the Provider System.

3.2 Products and City Equipment.

3.2.1 Products Supplied for Connectivity.

Provider may deliver to City certain software, hardware and documentation, including but not limited to CPE defined below (collectively, "Products Supplied for Connectivity") per prices in Section 3.7.1, provided City has ordered Subscription Services requiring such Products. Upon Activation under an Order and grant of NCL to City, such NCL shall include the right to use Products Supplied for Connectivity during the Term solely for City's own internal use of the Services in accordance with the terms of this Agreement and any that may be incorporated herein by reference. Provider shall use reasonable best efforts to supply and configure Products Supplied for Connectivity including without limitation Provider-supplied equipment external to City's network or equipment (referred to as "Customer Premise Equipment" or "CPE") to allow City to use the Services. Except as may be otherwise required under the Network Connectivity License, any Order hereunder, or the Nonexclusive License Agreement, Provider is not responsible for the configuration of, or internal equipment for, City's network or equipment that may be necessary to make such network or equipment compatible for use of the Services.

3.2.2 Condition of Equipment.

For any CPE that Provider supplies, Provider may supply new or recertified equipment. At Provider's discretion, any equipment Provider supplies as replacement equipment (e.g., for repair or replacement purposes) may be new, recertified or refurbished. If the CPE malfunction is the direct result of City's intentional abuse or misuse or any reconfiguration of CPE or equipment that is expressly prohibited by Provider of which the City is made aware, Provider may charge City for a field service technician visit (if applicable) at the rates set forth in this Agreement and, if the equipment that is the subject of City's intentional abuse or misuse or has been knowingly reconfigured against Provider's prohibition cannot be repaired, the cost of replacement equipment. In the event that City uses equipment that has been identified by Provider as expressly not intended for use with the Services, Provider shall have no obligation or liability in connection with any such equipment not provided and configured by Provider, including but not limited to, the addition of software or other devices on the CPE, whose addition shall have been identified to City to be expressly prohibited by Provider.

3.3 **Activation of Services.**

Following receipt of the Initial and each subsequent Order, Provider shall configure (a) the System to route packets to City sites listed in the Order and (b) the account for authentication in the System. Provider shall complete installation of Products Supplied for Connectivity (as defined in Section 3.2). Activation of Services shall be deemed to have occurred when Services are authenticated and documented to be available to City over wireless, fiber and/or Ethernet links to City premises. The date on which Services are authenticated and documented as in place according to this Section shall be the "Activation Date" for the Order that gave rise to the Services. Should the City submit Orders for Services and Activation of Services occurs prior to successful completion of the Acceptance Test under the POC and City subsequently does not deliver to Provider a Certificate of Acceptance for successful completion of the Acceptance Test under the POC, Provider agrees that City may cancel any or all such Orders for Services without penalty or further obligation to Provider.

3.4 **Service Level Commitments/SLAs.**

Provider may, from time to time and without liability, interrupt Services for maintenance and other operational reasons, provided no interruption extends beyond permitted downtime pursuant to the Service Levels or SLAs stated in this Section. Provider represents and warrants that Provider shall provide all necessary Maintenance and support to ensure the following performance levels for the Service and/or System, as the case may be:

3.4.1 Call Response Time: 80% of calls will be answered within 120 seconds.

3.4.2 Email Response Time: Emails will be responded to within 24 hours.

3.4.3 Case Resolution: 80% of cases will be resolved within 48 hours.

- 3.4.4 Mean Time To Repair (MTTR): Four (4) hours or less MTTR for the Wired/Backhaul Network and 24 hours or less for the Wireless Mesh Network.
- 3.4.5 Reliability of 99.5-99.9% on the Wi-Fi tier and 99.9-99.99% on the Commercial services tier.
- 3.4.6 Additional Obligations as to Services: If Provider fails to fully perform any Service, meet any Service Level, or fails to fully comply with any representation or warranty hereunder, Provider shall (a) promptly investigate and report on the causes of such failure; (b) correct the failure and begin full performance of all Services and/or service levels, or recommence full compliance with the representation or warranty, as the case may be, as soon as practicable; (c) take appropriate preventive measures so that the problem does not recur; and (d) advise City, as and to the extent requested by City, of the status of remedial efforts being undertaken with respect to such failure.

3.5 Monitoring.

Except as may be required in compliance with SLAs, Provider and its suppliers have no obligation to monitor the Services, but may do so and disclose information regarding use of the Services if Provider believes that it is reasonable to do so, including to: (i) satisfy laws, regulations, or governmental or legal requests; (ii) operate the Services properly; or (iii) protect itself and its other users and customers. Provider may immediately remove City's material or information from Provider's servers, in whole or in part, if Provider determines that such content infringes another party's property rights, is illegal or that such content violates Provider's attached Acceptable Use Policy. In addition, Provider may disconnect City's Service if Provider determines that City is in violation of Provider's Acceptable Use Policy.

3.6 Service Term and Termination.

- 3.6.1 Term of Service. The term of Service will run from the Activation Date listed on an Order until the end of the Term indicated on an Order, but in no event longer than the lesser of five years or the Term of the Nonexclusive License Agreement.
- 3.6.2 Termination. Termination of Services and obligations shall be in accordance with the provisions for Termination set forth in the Nonexclusive License Agreement. Written notice of termination may be sent in the form of an email to disconnects@metrofi.com or via FAX to 650-810-8001.

3.7 Fees and Payments.

3.7.1 Service Fees.

3.7.1.1 *City Wi-Fi Subscription Service – 1Mbps/256kbps* **\$19.95 per month**

3.7.1.2 *Parking Meter Subscription Service per meter – 1Mbps/256kbps* **\$9.00 per month**

3.7.1.3 *Commercial Subscription Service*

Service	Mbps	Recurring Costs			Non-recurring Costs		
		Month to Month	3 Year	5 Year	Equipment	3 or 5 Year	Install
Fixed Wireless							
City 1.5 Fixed	1	\$ 180.00	\$ 162.00	\$ 145.80	\$ 595	\$ 476	\$ 350
City 3.0 Fixed	3	\$ 350.00	\$ 315.00	\$ 283.50	\$ 595	\$ 476	\$ 350
City 5.0 Fixed	5	\$ 495.00	\$ 445.50	\$ 400.95	\$ 1,495	\$ 1,196	\$ 350
City 10 Fixed	10	\$ 795.00	\$ 715.50	\$ 643.95	\$ 1,495	\$ 1,196	\$ 350
City 10 Fixed microwave	10		\$ 995.00	\$ 895.50	N/A	N/A	\$ 2,495
100Mbps FE termination port	100	\$ 2,000.00	\$ 1,800.00	\$ 1,600.00			
QoS priority (per V-lan)	N/A	\$ 25.00	\$ 25.00	\$ 25.00			
Mobile worker accounts	1	\$ 19.95	\$ 17.95	\$ 16.50			

Rates shall not be subject to change during the Term of an Order except that, if at any time during the Term of an Order, Provider reduces rates or provides lower rates to other customers, in accordance with Section 8.13 of the Non-exclusive License Agreement, Provider shall ensure that City receives the benefit of similarly reduced or lower rates. Similarly if, during the Term of the Agreement Provider seeks to increase rates for new Orders, any such increase shall be in accordance with Section 8.14.7 Rate Increases of the Non-exclusive License Agreement.

In the event that City changes the location of a portion of a bureau, department or facility receiving Services under an Order, City may, by paying an additional installation charge, transfer Services to the new location.

In the event that City is required to relocate a bureau, department or facility to a location already being served by Provider, such relocation shall be deemed to be a situation beyond City's reasonable control, and Provider shall permit City to cancel Services under the original Order with no further obligation to Provider for cancelled Services.

No mileage charges shall be imposed on any Service.

Access rights shall be consistent with Section 4 of the Non-exclusive License Agreement.

3.7.1.4 *Additional Fees. The following additional fees may apply in the event of malfunction expressly and directly due to City's failure to comply:*

(i) Malfunction requiring a Field Technician visit that is the result of City's intentional abuse or misuse or any reconfiguration of CPE or equipment that is expressly prohibited by Provider of which the City is made aware. **\$150.00**

(ii) Malfunction requiring CPE repair or replacement that is the result of City's intentional abuse or misuse or any reconfiguration of CPE equipment that is expressly prohibited by Provider of which City is made aware. **\$250.00**

3.7.2 Invoices. Invoices shall be complete in order to permit timely processing by City. In addition to the total amount billed to City for a particular month, all invoices shall group charges for each particular Subscription Service category (e.g. *parking meters*, etc.) by each bureau or department. Invoices shall identify the name of the ordering bureau or department, the category and quantity of Subscriptions for each Service (or Products, as the case may be), as applicable. In the event that Products are ordered, Provider shall include identifying model and serial numbers and in the case of Services appropriate rate or rates. Invoices shall also list the ordering bureau or department's contact person, cost center as indicated on City's Order for Products or Services, and subtotal for each group or Products and/or Services. Incomplete invoices, that is, those invoices that do not reflect the appropriate information as outlined in this Section, will be rejected and returned to Provider for correction. In the event that invoices are rejected and returned to Provider pursuant to this Section, City shall not be deemed to be delinquent in remitting payment should the date of any such remittance exceed payment terms specified in this Agreement.

Invoices shall be generated on the last day of any given month and shall be directed to:

To Be Determined by City

3.7.3 Payment. City shall pay License Fees for the Services (which includes use of Products Supplied for Connectivity) that Provider furnishes to City at the applicable prices agreed to by the Parties. If Activation occurs during the first fifteen (15) days of a month, Provider may charge City for the entire month of Service. In the event that Activation occurs during the last fifteen (15) days of a month, Services shall be charged as of the first day of the following month. Upon Activation, City shall be invoiced in arrears for all non-recurring upfront fees and first month's fees for Services for which Activation has occurred. Each month, Provider shall bill City in arrears for non-recurring charges (if any) as well as in advance for the monthly fees for the Services. All payments are due net-30 days from date of invoice. Within a given Service Area, Provider agrees to apply a consistent, coterminous billing cycle and end date for all Services Activated in that Service Area.

3.7.4 Fees Owing upon Termination of the Agreement or an Order under the Agreement.

Notwithstanding any right of City to cancel Services without penalty as stated in the Non-exclusive License Agreement or elsewhere in this Agreement or any Order, if City cancels Services for convenience or Provider cancels Services due to City's breach, which breach has not been cured within the time frame or manner stated in the

Non-exclusive License Agreement, this Agreement, or any Order under either Agreement, City is required to pay 75% of fees owing for the remaining term of Order(s) in progress.

If City terminates the Agreement or any Order(s) under the Agreement due to Provider's breach, which breach shall not have been cured in the manner set out in the Agreement or under a particular Order or through the parties' good faith efforts, City may terminate Services with no further obligation whatsoever to Provider than fees for Services rendered prior to termination.

4 GENERAL TERMS AND CONDITIONS.

In addition to the following terms and conditions, to the extent that they do not conflict with the terms set forth in this Agreement, the General Terms and Conditions of the Nonexclusive License Agreement between the Parties are by this reference incorporated herein.

4.1 Limitation of Liability.

UNDER NO CIRCUMSTANCE SHALL PROVIDER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS ARISING FROM THE USE OF THE SERVICE, AND WHETHER OR NOT FORESEEABLE; *PROVIDED, HOWEVER*, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO AND SHALL NOT LIMIT IN ANY WAY, THE REMEDY THAT CITY IS ENTITLED TO SEEK FROM PROVIDER, OR PROVIDER'S LIABILITY TO CITY, IN CONNECTION WITH (A) BODILY INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE; (B) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR ANY OTHER TORT; (C) ANY BREACH OF DEFENSE AND INDEMNITY OBLIGATIONS; FAILURE TO MAINTAIN INSURANCE AT THE REQUIRED LEVELS; OR TREATMENT OF CITY'S PROPRIETARY OR CONFIDENTIAL INFORMATION IN CONTRADICTION OF TERMS SET FORTH IN THIS AGREEMENT OR THE NON-EXCLUSIVE LICENSE AGREEMENT; OR (D) DAMAGES RESULTING FROM BREACH OF CITY'S NETWORK ACCESS AND USAGE POLICY; OR (E) ANY OTHER VIOLATION OF REASONABLE SECURITY POLICIES.

In addition, Provider will not be responsible for any damages, losses, expenses or costs that City suffers as a result of (i) any interruption or failure of the Services or Products, *provided* any such interruption or failure does not extend beyond the level of Service Provider has committed to under the SLAs or the System Specifications Checklist of Compliance; (ii) the downloading or use of any information, data or materials obtained via the Services or from the Internet, *provided* any such download or resulting material shall not be inconsistent with Representations and Warranties stated in the Non-exclusive License Agreement or the Network Access and Usage Agreement; (iii) any failure to complete a transaction on the Internet or ANY loss of data due to delays, non-deliveries, mis-deliveries, or Service interruptions; or (iv) a Force Majeure event.

4.2 Service Disclaimers.

Subject to Service Level Commitments/SLAs or Section 3 (The Services) set forth herein, the System Specifications Checklist of Compliance attached to the Nonexclusive License Agreement as Appendix A and incorporated herein, and Representations and Warranties stated in the Nonexclusive License Agreement, THE SERVICES ARE PROVIDED ON A BEST EFFORT BASIS, AND LICENSOR DOES NOT WARRANT THAT THE SERVICES WILL PERFORM AT A PARTICULAR SPEED, BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

4.3 Confidentiality.

City acknowledges that the Products may contain proprietary and confidential information of Provider. The Parties agree that any required disclosure of Products shall be pursuant to the terms of Confidentiality contained in the Non-exclusive License Agreement. Unless permitted otherwise under a particular Order, City shall not copy, modify, resell or distribute the Products, create or recreate the source code for the Products, or re-engineer, reverse engineer, decompile, disassemble or attempt in any way to disable, deactivate or render ineffective any password protection in the Products. City shall not remove, erase, tamper with or fail to preserve any copyright, trademark, or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Products.

4.4 Contracting Agencies.

All rights granted to City pursuant to this Agreement shall be exercisable by, and inure to the benefit of Contracting Agencies who wish to contract with Provider for Services, subject to the terms of this Agreement, the Non-exclusive License Agreement and the Acceptable Use Policy attached hereto.

4.5 Entire Agreement.

By this reference this Agreement incorporates City's RFP #104112, Licensee's response thereto and this Agreement contains the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements whether written or oral including without limitation the sample Nonexclusive License Agreement included with City's Request for Proposal #104112. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement, which are not fully expressed herein.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

City: CITY OF PORTLAND, an Oregon municipal corporation

By: _____
Tom Potter, Mayor of Portland
Date: _____, 2006

Approved as to form: _____
Linda Meng, City Attorney

Licensee: METROFI, INC., a corporation of the State of Delaware Corporation.

By: _____
Chuck Haas, Chief Executive Officer
Date: _____, 2006

By: _____
Project Manager
Date: _____, 2006

MetroFi's Acceptable Use Policy**Policy Introduction**

MetroFi has published this Acceptable Use Policy as part of our overall effort to provide high quality, reliable service to our customers; protect the privacy and security of our customers, systems, and networks; encourage responsible use of MetroFi's and other ISPs' resources; and comply with applicable laws. This Policy describes the types of uses of the MetroFi Network which are contrary to our objectives and which are, therefore, prohibited. To achieve our objectives, MetroFi may in its sole discretion determine whether a use of the MetroFi Network is a violation of this Policy. While it is not MetroFi's intent to monitor, control, or censor communications on the MetroFi Network, when we become aware of a violation of this Policy, we may take such action as we deem appropriate to address the violation, as referenced below.

This Policy applies to all customers of MetroFi's services, and to all other users of the MetroFi Network.

Prohibited Uses

Uses of the MetroFi Network described below are prohibited under this Policy. These descriptions are guidelines and are not intended to be exhaustive.

Illegal/Criminal Activity

The MetroFi Network may not be used in connection with criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment. This prohibition does not apply to law enforcement activities by City personnel engaged in such enforcement.

Security Violations

The MetroFi Network may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities include hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software.

MetroFi customers are responsible for maintaining the basic security of their systems to prevent their use by others in a manner that violates this Policy. Examples include improperly securing a mail server so that it may be used by others to distribute spam, and improperly securing an FTP server so that it may be used by others to illegally distribute licensed software. Customers are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

Threats

The MetroFi Network may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, and defamation.

Offensive Materials

The MetroFi Network may not be used for the distribution of offensive materials, including obscene, pornographic, indecent, and hateful materials.

Spam

Spam is an unacceptable use of the MetroFi Network. Spam includes any of the following activities:

- Posting a single message, or messages similar in content, to more than five online forums or newsgroups.
- Posting messages to online forums or newsgroups that violate the rules of the forums or newsgroups.
- Collecting the responses from unsolicited email.
- Sending any unsolicited email that could be expected, in MetroFi's discretion, to provoke complaints.
- Sending email with charity requests, petitions for signatures, or any chain mail related materials.
- Sending unsolicited email without identifying in the email a clear and easy means to be excluded from receiving additional email from the originator of the email.
- Sending email that does not accurately identify the sender, the sender's return address, and the email address of origin.
- Using MetroFi facilities to violate another Internet Service Provider's acceptable use policy and/or terms of service.

Indirect Access

A violation of this Policy by someone having only indirect access to the MetroFi Network through a customer or other user will be considered a violation by the customer or other user, whether or not with the knowledge or consent of the customer or other user.

In addition, this policy applies to any email or content transmitted by you or on your behalf which uses an MetroFi account as a mailbox for responses or promotes content hosted or transmitted using MetroFi facilities, or which indicates in any way that MetroFi was involved in the transmission of such email or content.

The resale of MetroFi products and services is not permitted, unless expressly permitted in a written agreement with MetroFi.

Consequences

Violations of this Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by MetroFi in its sole discretion. When feasible, it is MetroFi's preference to give notice so that violations may be addressed voluntarily; however, MetroFi reserves the right to act without notice when necessary, as determined by MetroFi in its sole discretion. MetroFi may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Policy.

Incident Reporting

Any complaints regarding violations of this Policy by an MetroFi customer should be directed to webmaster@metrofi.com. Where possible, include details that would assist MetroFi in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

Contact Information

Please contact the MetroFi abuse desk by sending email to webmaster@metrofi.com.

Revisions to this Policy

MetroFi may modify this Policy at any time, effective when posted to MetroFi's public web site. Notice may also be provided via electronic mail or regular mail.