

Appendix 1

Minimum Terms for the MaX UC Connector for Microsoft Teams (MCT) End User License Agreement

The minimum terms for an End User License Agreement for MaX UC (“MaX UC EULA Minimum Terms”) are set forth at <https://www.metaswitch.com/legal/standard-terms-and-conditions>. In addition to the MaX UC EULA Minimum Terms, your End User License Agreement (the “EULA”) for the MaX UC Connector for Microsoft Teams (the “MCT”) must contain the following minimum terms.

You are responsible for ensuring that your EULA complies with these requirements. Metaswitch is not responsible for reviewing the provisions of any EULA submitted by you to Metaswitch. Any review of your terms which Metaswitch may perform will not operate as a waiver by Metaswitch of your obligation to include these minimum terms.

- 1) *Privacy*. The MCT has additional requirements to process customer data. Your privacy policy as detailed in the MaX UC EULA Minimum Terms should reflect this.
- 2) *Support and Service Availability*. You should ensure that your EULA supports some disruption to the service.
 - a. Metaswitch will strive to keep services required for the MCT to function up and running; however, all online services suffer occasional disruptions and outages, and Metaswitch is not liable for any disruption or loss you, or your end users, may suffer as a result. You should include provisions for these outages in any terms you offer and indicate the service may be down from time-to-time.
 - b. Metaswitch may stop offering or supporting the MCT at any time by providing 6 months notice of End of Life, at which point the ability to use the MCT will cease immediately. As a result you may no longer be able to offer or use the MCT.
 - c. Your end users may occasionally need software updates to keep using the MCT. Metaswitch may automatically check your end users’ version of the MCT and download updates or configuration changes to the MCT.
- 3) *Microsoft Teams AppStore Terms*. In order to upload your version of the MCT to the Microsoft Teams AppSource, you must accept the current ‘Microsoft Publisher Agreement’, and any other terms and conditions as may be appropriate and required. Nothing in this document shall exempt you from or supersede the terms and conditions imposed by Microsoft. Pursuant to this:
 - a. If you are distributing the MCT via the Microsoft Teams AppSource, you may grant Microsoft a licence as required to distribute the MCT. You must not restrict Microsoft’s ability to distribute the MCT in your EULA.
 - b. This document may require additional terms and conditions to be added to your EULA. If you feel these requirements contradict these minimum terms, please contact Metaswitch for advice.