



Fusion Connect Endpoint Management and Security Services Addendum

The additional terms and conditions set forth in this Fusion Connect Endpoint Management and Security Services Addendum (the “**Endpoint Management and Security Services Addendum**”) apply to Fusion’s Endpoint Management and Security Services (the “Services” or “Endpoint Services”) and supplement the terms and conditions set forth in the Master Services Agreement (the “**MSA**”) executed by Customer with Fusion or the Basic Terms and Conditions (the “**Basic Terms and Conditions**”) incorporated by reference into the Service Order Form (“SOF”) signed by Customer with Fusion for the purchase of the Services. This Endpoint Management and Security Services Addendum, together with the MSA or Basic Terms and Conditions, as applicable, and the Service Order are herein collectively referred to as the “Agreement”. For purposes of this Endpoint Management and Security Services Addendum, “Fusion” means the subsidiary of Fusion Connect, Inc., a Delaware corporation, that provides the Service in the applicable state to Customer. Capitalized terms used in this Endpoint Management and Security Services Addendum and not otherwise defined herein have the meaning given each such term in the MSA or Basic Terms and Conditions, as applicable.

1. Service Description. Fusion’s Endpoint Management and Security Services provide Customer with access to the suite of Endpoint Management and Security Services. The cloud platform, backed by the technical support and expertise of Fusion, allows Customer to efficiently manage devices and software and promotes security hygiene within Customer’s infrastructure. A description of each Service Plan offered by Fusion is set forth below:

(a) **Endpoint Visibility Bundle.** This Service includes a software-based agent installed on Customer devices with full centralized management capabilities via a cloud-based platform. The Endpoint Visibility Bundle enables IT and cybersecurity professionals to quickly identify all devices and software applications in Customer’s environments. The centralized management platform provides Customer’s administrators the ability to monitor, investigate and remediate end-user performance issues quickly and at scale. Administrators can leverage automated, predefined reports and dashboards to identify devices and/or applications that require attention.

(b) **Endpoint Visibility and Control Bundle.** This Service includes all features of the Endpoint Visibility Bundle plus added control over devices and software. With the addition of the features related to this bundle, IT administrators can

configure, install, update and remove software within their environment regardless of location (on premise, cloud, remote). The Service provides centralized management and control to help ensure endpoint patches happen quickly and reliably.

(c) **Endpoint Visibility, Control and Security Bundle.** This Service includes all features of the Endpoint Visibility and Control Bundle plus added vulnerability management and security capabilities. With the addition of the features related to this bundle, IT administrators can execute vulnerability scans as often as desired at times of their choosing, locate and manage sensitive data, monitor file and registry changes and investigate and respond to threats in real-time.

2. Use of the Service. Customer agrees not to use the Service for malicious purposes, including uses that might involve viruses, worms or Trojans. Only Customer and its end-users are authorized to access the Service. Customer is responsible for any unauthorized use of the Service.

3. Moves, Adds, Changes and Deletes (“MACD”). Customer must Contact Fusion for assistance with MACD activities.

4. Incompatibility with Other Services. In the event that Customer uses the Services (i) with any other software and/or service provided by Customer or any source other than Fusion, which

may be installed to integrate with the Services, Customer agrees as follows:

(a) Fusion will not be liable or responsible for any integration, installation, testing, troubleshooting, repair, support or maintenance regarding any Customer provided software and/or systems used in connection with the Services unless otherwise noted in the Customer's Statement of Work ("SOW"); and

(b) Fusion will not be liable or responsible for quality of Service issues or Service degradation resulting from Customer's use of 3rd party software and/or services.

In addition, the Services may not be compatible with existing network security configurations and may require changes by Customer to enable the Service to function properly.

5. Activation and Installation. Fusion provides professional services support for customers to address issues that may arise during installation of Services. If required, a SOW must be executed to outline required professional services to support installation. Additional hours of Professional Services beyond those included in the executed SOW are available for purchase and will be set forth the SOW.

6. Technical and Administrative Support. Support for the Services is provided on a Tier 2 level, with Customer's support organization providing Tier 1 support directly to its end-users. Customer must open all trouble tickets on behalf of its end-users. Fusion support is available 24x7x365 to help Customer resolve Service related issues, and during regular business hours to address administrative issues.

7. Service Minimums and Term. The Service requires a minimum purchase of five-hundred (500) license units. Additional license units are available in blocks of one hundred (100). Smaller order quantities are not available. The minimum Initial Service Term for the Services is twelve (12) months and the Services shall automatically renew for additional Terms of one (1) year (each a "Renewal

Service Term"), unless Customer provides written notice to Fusion at least sixty (60) days prior to the end of the then-current Term. If a Service is disconnected or terminated prior to the end of the then current Term, by Fusion due to a breach of the Agreement, or by Customer for any reason, then Customer agrees to pay an Early Termination Fee equal to the monthly recurring charge for the Service multiplied by the number of months remaining in the then-current Term.

8. Export Control. The Services may be subject to certain export laws and regulations. Customer will not and will not permit any end user to access or use the Services in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation and will ensure that the Services and equipment will not be exported, directly or indirectly, in violation of any export laws or regulations, or used for any purpose prohibited by such export laws or regulations.

9. Additional Terms and Conditions for Microsoft Services. Customer's use of the Services which are made available for resale by Fusion from Tanium Corporation ("**Tanium**") are subject to the terms and conditions of the then-current Tanium customer agreement (Tanium Customer Agreement") available online at <https://www.tanium.com/end-user-license-agreement-policy/>. The terms of the Tanium Customer Agreement which include, but are not limited to, provisions regarding limitations of liability, disclaimers of warranty, reservation of intellectual property rights, and restrictions on the use and resale of the Services, are incorporated herein by reference. Fusion is required to ensure that Customer's use of the Services conform to Tanium's terms at all times and Fusion is required to report unauthorized use of the Services, or, if necessary, suspend Customer's use of the Services for violations of the Tanium Customer Agreement.