



## Fusion Satellite Access Service Addendum

The additional terms and conditions set forth in this Satellite Access Service Addendum (the “**Satellite Access Service Addendum**”) apply to Fusion’s provision of Satellite Access Services (the “**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 signed by Customer with Fusion for the purchase of the Services. This Satellite Access Service 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 Satellite Access Service 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 Satellite Access Service 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 Satellite Access Service is a commercial grade service using satellite technology that is built on a VSAT-based (very small aperture terminal) broadband connectivity platform. It is a turnkey solution that provides connectivity, hardware (satellite dish or modem), installation and ongoing support. Fusion offers two Service Plans as set forth below. Plan availability is determined at the time Customer places its order.

(a) **Satellite Business Internet - Unlimited Plan.** Download bandwidth is up to 15 megabits per second (“Mbps”) and upload bandwidth is up to 4 Mbps. Download and upload speeds are not guaranteed.

(b) **Satellite Business Internet - Unlimited 35 Plan.** Download bandwidth is up to 35 Mbps and upload bandwidth is up to 4 Mbps. Download and upload speeds are not guaranteed.

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

**3. Privacy and Security.** Customer acknowledges that certain communications and information transmitted over the Service may not be secure. Fusion does not guarantee the confidentiality or privacy of communications transmitted over the Service. Customer is solely responsible for implementing, maintaining, and monitoring network security with regards information transmitted over the Service. Customer agrees to inform Fusion of any apparent breaches of security.

**4. Responsibility for Content.** Fusion specifically disclaims all liability and Customer shall be solely responsible for all content transmitted through the Service.

**5. IP Address Ownership.** All IP addresses assigned to Customer are and shall remain the property of Fusion. IP blocks are for Customer use only; Fusion does not guarantee routing of any IP addresses.

**6. Customer Responsibilities.** Customer must have a representative available at each site where a site survey is required. Fusion shall have no obligation to Customer until Fusion completes a site survey. Customer is responsible for providing complete and accurate information for the site survey, and understands that incorrect or incomplete information in the site survey may

cause Customer to incur additional costs and fees. Fusion will use reasonable commercial efforts to review responses to each site survey, and respond with either an acceptance or with a denial. Each denial of service shall be accompanied with the reasons why the Service is unavailable based on the information in the site survey. Customer will be responsible for obtaining local permits, landlord consents, waivers, zoning exceptions and other permissions as required by local law and the Customer's contractual and lease obligations relating to each site at which the Service is requested (collectively, "Consents"). Customer shall be responsible for obtaining all Consents prior to the scheduled installation date. If a Fusion technician is dispatched and the installation cannot be completed during the initial visit due to the fault of Customer, inaccessibility to the site, missing Consents, cancellation of the installation by Customer, or non-standard installation requirements, Customer will be charged and agrees to pay an installation abort fee as set forth in the Fusion Fees and Surcharges Guide. Non-standard installations may be accommodated on a quotation basis.

At each site, Customer will:

- i) designate one individual that is authorized to make decisions relating to the installation and to interface with Fusion's technician during the installation;
- ii) if required for installation and requested by Fusion, provide building construction drawings for each site;
- iii) provide secure locations for installation of the antenna, its support structure, all outdoor and indoor electronics and other equipment in accordance with the space, electrical, structural and other needs for each piece of equipment;
- iv) provide a 120 VAC single-phase electrical power receptacle within five (5) feet of the indoor unit location, preferably with a separate 15-amp circuit breaker. The indoor unit portion of the equipment shall be located in an area suitable for a personal computer, in a clear space, adequately ventilated to provide air circulation about the unit (preferably air-conditioned) and free of excessive dust or dirt; and
- v) provide Fusion with access to the site for installation of the equipment.

**7. Incompatibility with Other Services.** In the event that Customer uses the Service (i) in combination with any equipment or service not provided by Fusion, (ii) with any other software and/or service provide by Customer or any source other than Fusion, which may be installed to integrate with the Service, including but not limited to voice services (local, long distance, toll) or any IP solutions (VoIP telephone system, etc.), or (iii) with any other service platform that is not connected to a Fusion provided access facility, 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 equipment used in connection with the Service; and

(b) Fusion will not be liable or responsible for quality of Service issues or Service degradation resulting from Customer's equipment.

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.

**8. Activation and Installation.** Each Service is subject to a minimum Service Term starting from the date that the Service is installed. The Service Term shall be set forth in the applicable Service Order. The applicable monthly recurring charge specified in the Service Order shall apply to each Service installed for Customer. The Service will be deemed installed upon installation and verification of the Service by Fusion's technician.

Customer must install certain equipment directly provided by Fusion in order to receive the Service. The equipment consists of a modem, a receiver, and ancillary customary mounting and installation materials. Customer will be provided Fusion CPE as part of the Service. Customer agrees to ensure that the CPE is protected and to return the CPE to Fusion when the Service is disconnected or discontinued. The CPE and equipment is not available for Customer to purchase. Customer agrees to use only a Fusion authorized equipment installer at Customer's premises. Fusion will charge a standard

one-time installation fee for a standard installation. Non-standard installations will be subject to additional charges above the standard installation fee. Fusion will communicate to Customer the amount of the installation fee prior to installation.

All non-standard installations need to be arranged with Fusion through a site survey, prior to the scheduled installation date. Non-standard installations may include installation of cable conduits, trenching, or non-standard antenna mounts, Customer requests, or any additional equipment or installation services outside the scope of the standard installation. Customer will be charged for a non-standard installation if Fusion cannot contact Customer for approvals, Customer fails to grant approvals, secure Consents or otherwise meet its obligations relating to installation as set forth herein, the site has features, unique conditions or is in a location that requires installation activities outside the scope of the standard installation, or the Customer-provided information on the applicable site survey is inaccurate or incomplete.

Customer may re-locate the location where the Service is delivered. Relocation will require the physical relocation of all equipment, which must be performed by a Fusion technician, and is subject to the additional charge set forth in Fusion's Fees and Surcharges Guide. Customer understands that relocation may require installation of a different model of antenna assembly, in which case Customer agrees to pay the assembly charge specified in Fusion's Fees and Surcharges Guide.

Customer shall cooperate with Fusion throughout the installation process, including providing complete and accurate information for a Service Order which contains the required detailed demarcation information and contact information of on-site personnel.

**9. Data Throughput.** Data throughput rates for each end-user device will vary based upon the total number of devices connected to the satellite CPE and the number of devices simultaneously accessing the Service; data throughput may also be affected by weather and atmospheric conditions. Data throughput in any particular use is also constrained by the power of the machine at the

other end of the transmission, that machine's instantaneous and average loading with other end-users, and the infrastructure connecting that machine to its data transmission path. Because all these factors are out of Fusion's control, Fusion makes no commitment regarding data throughput, i.e. the total amount of data that can be transferred over the Service at any given time. Further, **FUSION MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL OPERATE AT ANY SPECIFIC SPEED.** Certain applications may not perform at maximum efficiency in a satellite-based environment, including, but not limited to, real-time video, VoIP (Voice over IP), Remote Access VPN (VPN over a public Internet Satellite link), Citrix™ and application serving platforms, distributed computing applications, remote control application, and online interactive games. The Service may not be used for web hosting or other content serving applications (including, but not limited to, mail, FTP, and web servers), providing Internet access to third parties (e.g., via Wi-Fi or any other method), or operating multi-user forums. The Service will function only with applications utilizing the TCP/IP protocol.

To ensure equitable throughput for all satellite Customers, Fusion adheres to the underlying provider's policies to ensure an equitable throughput by service plan for all satellite customers. To ensure this equity, the underlying provider may implement and Customer may experience a temporary throughput limitation and a reduction in the quality of video streams if Customer's usage exceeds the data transfer limits set forth in the underlying provider's Data Allowance Policy available at [www.exede.com/legal](http://www.exede.com/legal) which is incorporated into this Satellite Access Service Addendum by reference. The underlying provider for the Services reserves the right at its sole discretion to prioritize Customer's data behind that of other subscribers during periods of network congestion. This may result in slower speeds and limit the quality of video streams.

**10. Technical and Administrative Support.** Support for the Service is provided on a Tier 2 level, with the 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; however, if necessary, Fusion will communicate directly with the end-user to resolve issues. Fusion support is available 24x7x365 to help Customer resolve Service related issues, and during regular business hours to address administrative issues.

**11. 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.

**12. Service Level Agreement.** The Services are provided on a best efforts basis and no Service Level Agreement applies.