



Fusion Internet Access Services Addendum

The additional terms and conditions set forth in this Internet Access Services Addendum (the “**Internet Access Service Addendum**”) apply to Fusion’s provision of Internet Access services (the “**Services**” or “**Internet Access 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 Internet 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 Internet 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 Internet 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 Internet Access Services provide a Customer premise with an always-on, high-speed data connection to the Internet. Service availability at each site may vary on submission of order and cannot be determined before actual installation or completion of a site survey. Fusion provides the following types of terrestrial Internet Access Services:

(a) **Asymmetric DSL:** ADSL Broadband Access is provided via a 2-wire circuit from the Customer’s premises to DSL equipment located in a nearby central office location (“CO”). This circuit may be shared with a regular telephone line, or, in the case of a Dedicated ADSL Line, the Service is delivered on its own pair of wires. This circuit is terminated at the Customer’s premise via CPE provided or specified by Fusion.

(b) **Symmetric DSL:** SDSL and IDSL Broadband Access is provided via a 2-wire circuit from the Customer’s premise to DSL equipment located in a nearby CO. Depending on the actual last-mile provider, this circuit may be shared with a regular telephone line or be delivered on a separate pair of wires. This circuit is terminated at the Customer’s premise via CPE provided or specified by Fusion.

(c) **T1/NxT1:** T1s provide symmetric high-speed dedicated communications both to and from the Customer’s premise using standardized technology.

Fusion’s T1 Internet Access is available in full T1, and multiple T1 bandwidths. Each T1 Internet Access circuit is provided via a 4-wire solution (two pairs) from the Customer’s premise to equipment located in the closest CO. This circuit is terminated at the Customer’s premise via CPE either provided or specified by Fusion.

(d) **DS3:** DS3 Services provide Customer with dedicated symmetrical options up to 45 megabits per second (“Mbps”) and come with a carrier-grade Service Level Agreement (“SLA”). This circuit is terminated at the Customer’s premise via CPE either provided or specified by Fusion. DS3 facilities are provided between a Customer’s premise to a specified Fusion Point-of-Presence (“POP”) and then to the public Internet

(e) **Optical SONET (OC-x):** Fusion provides enterprise-grade SONET connectivity ranging from OC-3 (with speeds up to 155 Mbps) to OC-192 (with speeds up to 10 gigabits per second (“Gbps”). This Service connects to Fusion’s carrier partner’s fiber infrastructure to provide a complete redundant, self-healing delivery solution. This type of Internet Access Service often requires a site survey to determine availability at the premise. Based on the results of the site survey, additional installation fees may apply. In such cases, Customer will receive a quote for any additional installation and/or construction fees and will have the opportunity to

determine whether Customer desires to proceed with the order.

(f) **Ethernet Services:** Ethernet based Services provide Customer with symmetrical and asymmetrical Ethernet handoff options that offer flexibility in selecting appropriate Broadband or dedicated data solutions. This Service is provisioned with copper loops or over optical fiber. Ethernet services frequently support Quality of Service (“QoS”) that allows managing network traffic by offering differentiated queue based priority schemes. This type of Internet Access Service often requires a site survey to determine availability at the premise. Based on the results of the site survey, additional installation fees may apply. In such cases, Customer will receive a quote for any additional installation and/or construction fees and will have the opportunity to determine whether Customer desires to proceed with the order.

(g) **Cable:** Fusion provides business-class cable Internet Access Services. Cable Internet Access is provided via a coaxial cable from the Customer’s premise to the nearest cable head-end. This cable line may be shared with a regular cable television line. This Service is terminated at the Customer’s premise via a cable modem/router either provided or specified by Fusion. This type of Internet Access Service may require a site survey to determine availability. Based on the results of the site survey, additional installation fees may apply. In such cases, Customer will receive a quote for any additional installation and/or construction fees and will have the opportunity to determine whether Customer desires to proceed with the order.

(h) **International Access Services.** Fusion’s International Internet Access Service (“International Access”) provides a location outside of the United States with the ability to have an always-on high-speed data connection from the Customer’s premise to a global location to the Internet. International Access types use the same technologies described in previous sections, some bandwidth speeds may change due to the metric/measuring systems used in the international connection point (e.g., T1 vs E1). Site pre-qualification for International Access will be prepared as a budgetary and firm quote. All quotes for International Access are on an individual

case basis (“ICB”) and vary by country, speed and technology type selected. All installation timeframes are also provided on an ICB. Actual service availability at each site may vary based on submission of order and cannot be determined prior to actual installation. This Service does not come with an SLA. In the event that a Service issue arises, Fusion will use commercially reasonable efforts to restore this Service within a reasonable period of time. Each International Access circuit is subject to a minimum Service Term of at least 12 months which begins from the date that the Service is first installed.

2. Use of the Service. Customer agrees not to use the Services 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 Internet 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 and on Customer’s site. Fusion may, but is not obligated to, control access to privileged modes of operation on Fusion’s network. Attempts by Customer to bypass or otherwise impede security on Fusion’s network, or gain unauthorized access to any Fusion facility, will constitute a material breach of the Agreement and may result in immediate termination of the Service, in which case Customer will be liable for all applicable Early Termination Fees as well as any other applicable damages. 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-Provided Facilities. Each Internet Access Service requires specific facilities at the Customer premises. The Customer is responsible to provide the facilities set forth below.

(a) **ILEC Phone Line - Required For ADSL:** Customer is required to make a regular phone line available at the Customer premise (note: this phone line is shared, i.e. it can continue to be used for regular voice service). This phone line must be provided directly by the Incumbent Local Exchange Carrier (“ILEC”) and not a Competitive Local Exchange Carrier. It must also be separate from any “hunting group” or “PBX”; additionally, Customer is required to provide a jack for this phone line at the location of the CPE. Customer will pay all costs (both installation and monthly) associated with the required phone line.

(b) **ADSL Dedicated Line, IDSL, and SDSL:** Customer is required to make at least one unused pair of wires available from the ILEC at the Minimum Point of Entry (“MPOE”). If trenching or other construction work is required in order to deliver such unused pair, the costs of such trenching or construction will be borne by Customer.

(c) **T1 and NxT1:** Customer is required to make available at least two unused pairs of wires from the ILEC at the MPOE for each T1. In some cases, disconnection of two or more phone lines may be required to free pairs (Customer must request disconnection directly to the ILEC) or if no physical copper is available, trenching or other construction work may be required to install new copper. Customer is required to make space available at its premise to mount certain ILEC-provided equipment at the MPOE.

(d) **DS3:** Unless otherwise specified, Customer will provide its own CPE to terminate the Service at the designated premise. Fusion will not be responsible for configuration, trouble-shooting, or repair of such CPE.

(e) **Optical SONET (OC-x):** Customer will provide its own CPE to terminate the Service at the designated premise. Fusion shall not be responsible for configuration, trouble-shooting, or repair of such CPE.

(f) **Cable Line:** In some cases the local cable operator might have to trench cable into the Customer location in order to get access into the premise. If there is a charge associated with this work, Fusion will inform the Customer in advance and get approval to move forward. This one-time cost will be charged to Customer and depends on the amount of work needed (see Special Construction Charges for more details).

(g) **Ethernet over Copper (“EoC”):** Customer is required to secure from the ILEC the number of unused pairs of wires required for this Service.

(h) **Ethernet over Fiber:** For this Service, Customer is required to satisfy the following requirements:

- i) Inside wiring sufficient to complete installation, or a plan to complete such inside wiring prior to installation (the carrier’s fiber equipment is typically mounted in the MPOE or main telco closet for Customer’s building, Customer or the building owner is responsible for supplying the conduit, electrical and inside wiring leading from the MPOE to Customer’s premise or its network area);
- ii) Wall mounted backboard (4’x4’x3/4” fire retardant plywood);
- iii) Electrical and grounding (15 amps, dedicated breaker, within six (6) feet of wall mount); and
- iv) Available conduit pathway from the property edge into the building MPOE.

7. Trenching or Special Construction Work.

When a Customer’s premise has insufficient facilities to support the requested Internet Access Service, it may be necessary to add facilities requiring an additional “special construction charge.” This charge may include line conditioning, such as removal of bridge taps, load coils, or other equipment that is required to be moved, as well as additional

facilities. In the event this occurs, Fusion will notify the Customer, via email, of the estimated cost of any additional construction charges as well as the estimated time to complete the work. If trenching or other construction work is required in order to deliver the Service, the costs of such work will be borne by Customer. The Customer must, via email, either decline the special construction charges or agree to pay the additional costs within three (3) business days. If Customer fails to respond via email within three (3) business days, Fusion will cancel the order for lack of facilities.

8. 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 QoS issues or Service degradation resulting from Customer's equipment and the SLA set forth herein shall not apply.

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

9. Activation and Installation. Each Service is subject to a minimum Service Term starting from the date that the Service is installed. The Service Term is set forth in the applicable Service Order. The applicable monthly recurring charges ("MRC") shown 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. For SDSL,

ADSL Dedicated Line (DDSL), Cable, and certain Ethernet, and T1 Services, the activation fees set forth in the applicable Service Order include installation by the third-party provider ("Third-Party Provider Installation Services"). Certain Services may also require installation services from a Fusion technician ("Professional Installation"). For non line-shared Broadband (i.e. those Services requiring separate loop circuits) including DDSL, SDSL, IDSL, Cable, and T1 Services, the Third-Party Provider Installation Services means that a technician will visit the Customer premises at a time agreed to by the Customer and the technician will:

- i) connect Customer supplied inside wiring to the MPOE;
- ii) install a jack at the CPE location and connect it to Customer supplied inside wiring (except Cable);
- iii) connect and configure the CPE (if included);
- iv) verify that the Service can pass traffic;
- v) for a cable based Service only: install a two-way splitter on the cable line, where one "split" line will go to the installed cable modem/router, and the other can be used for regular cable television; and
- vi) spend no more than two (2) hours on site to achieve the foregoing; additional time on site will be charged at the time and materials rate shown in Fusion's Fees and Surcharges Guide.

If Customer elects to have Fusion perform a Professional Installation or if a Professional Installation is required for the Service ordered, then Customer shall pay the Professional Installation fees set forth in Fusion's Fees and Surcharges Guide.

Inside wiring is not included. If the field technician deems the job to be beyond the standard installation, the extensive wiring charges set forth in Fusion's Fees and Surcharges Guide will apply. In this situation, Fusion will proceed with any necessary extensive wiring up to the pre-approved amount listed in Fusion's Fees and Surcharges Guide. For any extensive wiring or demarc extension work that will cost more than the pre-approved amount, Fusion will contact the Customer for approval prior to performing the work. Extensive wiring may include,

but is not limited to, conduit installation, installation that requires drilling, renting of special equipment, time, materials, and travel. 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.

10. Data Throughput. Both the Internet and Fusion's network infrastructure are packet networks, taking advantage of statistical multiplexing. 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 users, and the infrastructure connecting that machine to its data transmission path. Broadband access via Cable and DSL are only provided on a "reasonable commercial efforts" basis. 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 a specified period of time. **FUSION MAKES NO REPRESENTATION OR WARRANTY THAT A CABLE, ASYMMETRIC ETHERNET OR DSL BROADBAND INTERNET ACCESS CIRCUIT WILL OPERATE AT ANY SPECIFIC SPEED.**

Except for Internet Access Services provided via cable, Asymmetric Ethernet, DSL and fiber, if Customer is consistently receiving net data throughput rates under 75% of the Accepted Circuit Speed (as defined below), Customer may request that Fusion confirm that the excessive packet loss or degradation of throughput is not within Fusion's control. If the causes found are within Fusion's control, then Fusion will remediate the problems according to the terms of the SLA set forth herein. However, if Fusion determines that the cause of the problem is not within Fusion's control, i.e., the problem lies outside infrastructure owned or contracted for by Fusion, or if the cause of the problem cannot be determined, then Fusion will provide Customer with the option of deploying an alternate access technology, if available, at the affected location. Should Customer choose to retain the current access connection, Fusion shall have no

further liability to Customer for such Service performance issues.

During installation, if the Service does not function at the originally ordered speed or speed range, but does operate reliably at some lower speed or speed range, Fusion will inform Customer via email of the actual speed obtainable. Customer shall have five (5) business days in which to either accept or reject the Service at the lower speed. If Customer fails to respond within that period, Customer will be deemed to have accepted the Service at the lower speed or speed range. If Customer accepts the Service at a lower speed (the "Accepted Circuit Speed"), then Fusion shall adjust the MRC for the Service to that for the closest speed less than or equal to the Accepted Circuit Speed. However, if the Service was originally ordered with the lowest speed possible, then the MRC will not be adjusted. The Service Term and all other terms and conditions applying to the originally ordered Service shall remain the same.

If the Service does not function at the originally ordered speed or speed range and Customer chooses to reject the Service, cancellation or Early Termination Fees shall not apply. Fusion will provide Customer with a return merchandise authorization ("RMA") number and return address, and Customer shall return any CPE, with the RMA number clearly visible on the outside of the packaging, to the address specified by Fusion within fifteen (15) business days. If the CPE is not returned in working condition within such period, Customer will be charged the original list price for the CPE.

If the Service is a symmetrical speed service such as T1, BT1, SDSL or Ethernet (e.g. Ethernet over Copper or Ethernet over Fiber), the originally ordered speed or such lower speed as accepted by Customer shall be the Accepted Circuit Speed. If the Service is an asymmetrical speed service such as ADSL or asymmetrical Ethernet, the acceptable speed as defined by the SLAs for the originally ordered Service or such lower speed range as accepted by Customer shall be the Accepted Circuit Speed for that Service.

Cable and fiber based access speeds vary from time to time, depending on how many total users are on the network at that given time. The Service speed

ordered is the maximum attainable speed that Customer can achieve under ideal conditions, and it is possible that those speeds are not available at the time of installation. As long as Fusion's technician can confirm connectivity to the internet, the installation will be considered complete.

11. 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. All support transactions for International Access Services are conducted in English.

12. 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.

13. Purchased CPE Warranty. CPE purchased from Fusion includes a warranty which is the lesser of (i) one-year or (ii) the manufacturer's warranty against defects in parts or workmanship. This warranty does not cover failure due to abuse, fire, flood, lightning, acts of God, or war. During the warranty period, Fusion, at its sole discretion, will reasonably determine whether the purchased CPE is defective and requires replacement. If Fusion determines that replacement CPE is required, Fusion will ship as soon as commercially reasonable at Customer's expense. At Fusion's sole discretion, replacement CPE may include new or refurbished CPE. Fusion will provide Customer with a RMA number and return address (included with the replacement CPE), and Customer shall return the defective CPE, with the RMA number clearly visible on the outside of the packaging, to the address specified by Fusion. If the defective CPE is not received within fifteen (15) business days, Customer will be charged the list price for the replacement CPE.

14. Service Level Agreement. Except as otherwise provided herein, the SLA appearing in **Appendix A** hereto shall apply to the Services.

Appendix A

Internet Access Services – Service Level Agreements

1. **Overview.** This Service Level Agreement, or SLA, sets forth the service level commitments for Fusion’s Asymmetric DSL, Symmetric DSL, T1/NxT1/DS3, Ethernet, and cable based Internet Access Services. Subject to the terms of this SLA, in the event that the Services fail to meet the Minimum Service Metrics defined below, Customer will be eligible to receive Service Credits as set forth herein.

2. **Category Definitions.** The following information defines the SLA categories and their respective measurements for the Services:
 - (a) **Availability** – the Availability measurement for the Services is defined as the percentage of time over a calendar month that the Services are capable of passing IP packets. The Availability Minimum Service Metrics may differ depending on whether Customer has purchased SD-WAN supported Failover or Wireless Broadband Failover Services.

 - (b) **Mean Time to Respond** – the Mean Time to Respond measurement for the Services is defined as the date and time a Service issue is reported by Customer and a trouble ticket is opened by Fusion, to the date and time a Fusion technician first begins troubleshooting the issue.

 - (c) **Mean Time to Repair** – The Mean Time to Repair measurement for the Services is defined as the date and time a Service issue is reported by Customer and a trouble ticket is opened by Fusion, to the date and time the Service issue is resolved and the trouble ticket is closed.

3. **Minimum Service Metrics.** The tables below set forth the Minimum Service Metrics by category for the Services:

Availability

<u>Service</u>	<u>Availability (with Failover)</u>	<u>Availability (without Failover)</u>
Ethernet over Fiber T1 T1 and NxT1 DS3 Optical SONET (OCx)	100.00%	99.99%
Ethernet over Copper Asymmetric Ethernet IDSL and SDSL	99.99%	99.90%
Dedicated ADSL	99.99%	99.50%
Business Cable Broadband Business Fiber	99.99%	Best Efforts

Mean Time to Respond

<u>Service</u>	<u>Mean Time to Respond</u>

Ethernet over Fiber Ethernet over Copper Asymmetric Ethernet Broadband Business Fiber T1 and NxT1 DS3 Optical SONET (OCx)	2 Business Hours*
IDSL and SDSL Business Cable Dedicated ADSL	4 Business Hours
Business Cable International Access	Best Efforts

*For the purposes of this SLA, Business Hours are Monday – Friday 8:00 a.m. to 5:00 p.m. local time.

Mean Time to Repair

<u>Service</u>	<u>Mean Time to Repair</u>
Ethernet over Fiber T1 and NxT1 DS3 Ethernet over DS1 Optical SONET (OCx)	4 Business Hours*
Ethernet over Copper Asymmetric Ethernet	8 Business Hours
IDSL and SDSL	24 hours
Shared Line ADSL Dedicated ADSL (DDSL)	36 hours
Cable Broadband Business Fiber International Access	Best Efforts

*For the purposes of this SLA, Business Hours are Monday – Friday 8:00 a.m. to 5:00 p.m. local time.

4. **Service Credits.** Subject to the Additional Terms and Exclusions set forth herein, in the event that a Service fails to meet the Minimum Service Metrics, Customer will be eligible to receive the amount of Service Credits as set forth in the table below (the “Service Credit”) which Service Credits shall be Customer’s sole and exclusive remedy arising from such Service failure.

<u>Service Metric</u>	<u>Service Credit</u>

Availability	<p>If availability is 50% or greater for a calendar month, the Service Credits will be equal to 1% of the MRC for the affected Service(s) for each percentage point below the availability SLA for the affected Service.</p> <p>If availability is less than 50% for a calendar month, the Service Credit will be equal to 100% of the MRC for the affected Services.</p>
Mean Time to Respond	10% of the MRC for the affected Service(s).
Mean Time to Repair	10% of the MRC for the affected Service(s).

5. **Additional Terms.** In order to receive Service Credits, Customer must email Fusion at customersupport@fusionconnect.com and provide the following information: Customer name, account number, location affected, Service affected, trouble ticket number (if applicable) and a detailed description of the credit request. Upon validation of the request, a Service Credit will be applied to Customer’s account. In no event will the Service Credits issued in any given month exceed the MRC associated with the affected Service(s). If a single Service issue arises out of two or more SLA categories, such as Availability and Mean Time to Repair, Customer will only be entitled to a Service Credit for one of the Metrics.
6. **Exclusions.** Fusion shall not be liable for any Service Credits for any delay or failure to meet the Minimum Service Metrics that is attributable to any of the following exclusions (the “Exclusions”):
- (a) Force Majeure events;
 - (b) Service disruption and additional time to repair resulting from connectivity issues;
 - (c) Service disruption and additional time to repair for Services utilizing Internet connectivity or local loop facilities provided by third parties;
 - (d) Customer’s delay or failure to provide sufficient IP information;
 - (e) breach of Customer’s responsibilities under the Agreement;
 - (f) lack of Customer site readiness for installation, maintenance or repair, as may be reasonably determined at Fusion’ sole discretion;
 - (g) Customer’s breach of requirements specified in the Service installation letter from Fusion;
 - (h) delays cause by the LEC (local exchange carrier) or other third party carriers;
 - (i) Service issues due to failure of CPE;
 - (j) Service issues due to configuration changes made by Customer to Fusion or Customer-provided equipment;
 - (k) Service issues arising during a scheduled maintenance window;
 - (l) Service issues arising from Fusion’s inability to access required facilities or equipment;
 - (m) “No Trouble Found” trouble tickets; or
 - (n) trouble tickets that remain open due to delays caused by slow responses from Customer for requests for feedback.
7. **Severe and Chronic Outage.** In the event Customer has reported and received Service Credits for an outage lasting longer than seventy two (72) consecutive hours, the outage shall be deemed “Severe”. In the event Customer has reported and received Service Credits for three (3) or more outages lasting longer than ten (10)

consecutive hours in a calendar month, the outage shall be deemed “Chronic”. If Customer encounters a Severe or Chronic outage, it may replace the Service(s) at the affected site with a different Fusion Internet Access Service without incurring any Early Termination Fees. In the event that a replacement Fusion Internet Access Service of similar cost and speed is not available at Customer’s site, Customer may terminate the affected Service without penalty. To exercise this termination right, Customer must provide Fusion with written notice of its intent to terminate within fifteen (15) days of reporting the Severe or Chronic outage to Fusion; failure to provide such written notice within the required time frame shall result in a forfeiture of such termination right.