



## Fusion Proactive Monitoring Service Addendum

The additional terms and conditions set forth in this Proactive Monitoring Service Addendum (the “**Proactive Monitoring Service Addendum**”) apply to Fusion’s provision of Proactive Monitoring services (the “**Services**” or “**Proactive Monitoring 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 Proactive Monitoring 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 Fusion Proactive Monitoring 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 Proactive Monitoring 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 offers Proactive Monitoring Services to monitor the availability of access connectivity and other applicable Fusion managed services. This Service entails Fusion regularly polling Customer’s access connections. When polls to the Customer router are not answered, Fusion will reduce the polling interval for the IP/device that is not responding until such time as the device responds to the poll. Upon 10 consecutive polls failing to be answered, Fusion automatically creates a trouble ticket, commences working the ticket and electronically notifies Customer. All tickets and status updates are viewable via Fusion’s customer portal. Alternatively, Fusion will open a trouble ticket if Customer or an end-user of Customer contacts Fusion’s network operations center (“NOC”) and informs Fusion of a service-related issue. Customer can also open a trouble ticket directly in Fusion’s customer portal. Statistics as to the performance of this Service are compiled in reports available via Fusion’s customer portal for monthly Availability calculations as set forth in the applicable Service Level Agreement.

**2. Technical Requirements.** The Service requires a technical design that allows for Fusion to access Customer’s IP addresses and/or access to its Simple Network Management Protocol (“SNMP”) data from devices at Customer’s locations. Presence of third party virtual private networks

(“VPNs”) at a site will impact the ability of Fusion to provide this Service. Fusion can utilize any of the following means to detect problems:

- i. **Internet Control Message Protocol (“ICMP”) pings:** For non-Fusion managed locations, this method requires that Customer allow for ICMP communication on devices;
- ii. **SNMP polling:** For non-Fusion managed locations, this method requires that Customer allow for SNMP communication on devices; and
- iii. **Application Program Interface (“API”) monitoring:** Fusion integrates with underlying Cloud platform(s) to pull telemetry data directly from platforms.

**3. Incompatibility with Other Services.** In the event that Customer uses the Services (i) in combination with any equipment or service not provided by Fusion, (ii) 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, including but not limited to Internet access, voice services (local, long distance, toll) or any IP solutions (VoIP telephone system, etc.), (iii) with any other service platform that is not connected to a Fusion provided access facility, or (iv) any Fusion provided equipment used in combination with any broadband

Internet connection not provided by Fusion, 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 Services; 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.

**4. Activation and Installation.** Provided that Customer adheres to the technical requirements of the Service, the Service can be enabled remotely without the need for a site visit.

**5. 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.

**6. 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.

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