



Subpoena Compliance Guidelines

I. Overview

As a general matter, Fusion does not release information about its customers, including their identity or contact information, to third parties. However, Fusion is legally required to respond to subpoenas that are properly submitted to it by law enforcement and other governmental agencies and by private parties in connection with civil lawsuits.

A subpoena obtained by a law enforcement or other governmental agency generally restricts Fusion from disclosing the existence of the subpoena to its target whereas a civil subpoena (i.e., a subpoena issued as part of a civil lawsuit brought by a private party) does not generally restrict its disclosure by Fusion. In situations where Fusion is not otherwise restricted from providing notice, Fusion attempts to notify the target of the subpoena in order to allow its customer an opportunity to seek to have the subpoena suppressed.

For purposes of this document, “**Fusion**” means Fusion Connect, Inc. and each of its direct and indirect subsidiaries.

II. Legal Response Guidelines

Fusion’s Subpoena Compliance Team assists law enforcement agencies in their investigations while protecting subscriber privacy as required by law and applicable privacy policies. The main federal statutes to which Fusion must comply when releasing subscriber information are: The Cable Communications Policy Act of 1984 (47 U.S.C. § 551); The Electronic Communications Privacy Act (18 U.S.C. §§ 2510-2522, 2701-2712, 3121-3127); Communications Assistance for Law Enforcement Act (47 U.S.C. §§ 1001-1010); and the Telecommunications Act of 1996 (particularly, 47 U.S.C. § 222 pertaining to customer proprietary network information (“CPNI”). Fusion also complies with applicable state and federal laws.

III. Where and How to Submit a Subpoena

In order to ensure timely processing of a subpoena request, all subpoenas for Fusion and its legacy companies (Apptix, PingTone, Fidelity, Birch Communications, Covad, DSL.net, and MegaPath Cloud Company), should be sent to: Fusion Connect, Inc., Attn: Subpoena Compliance Team, as follows:

Via Email: Subpoenas@fusionconnect.com

Via Overnight Courier or by Mail:

Subpoena Compliance Team
Fusion Connect, Inc.
420 Lexington Avenue, Suite 1718

New York, New York 10170

IV. Fee Schedule (18 U.S.C. § 2706)

Fusion **does not** charge for responses to legal process served by a government entity that involves a **child pornography or abduction investigation**. However, to defer the cost of compliance with other forms of subpoena requests, Fusion reserves the right to seek reimbursement for processing and responding to all other forms of legal process as permitted by law. The current fees charged by Fusion are set forth in the fee scheduled set forth below.

Requesting parties will be provided with a Fusion invoice at the time of disclosure. In civil matters, Fusion may require that the requesting party pay an estimated fee before any information is released by Fusion. All checks should be made payable to: **Fusion Connect, Inc.**

<u>Subpoenas</u>	
Subscriber Information (Basic)	\$30.00 per target
Subscriber Information (IP)	\$30.00 per target
IP Address Log per User Name	\$17.00 for each 3 months
Toll/Bill Reprints (per number) – Call Detail Records kept during normal course of business: billing records	\$10.00 for the first 3 months, then \$10.00 per month for each subsequent month
Call Record Details/AMA – Information not included on a bill: local incoming and outgoing, LD incoming and information from any Unlimited plan)	\$85.00/number ** Voluminous and Burdensome rates may apply to requests for more than 7 days of data.

<u>Court Orders – Trap and Trace, Pen Register and/or Wiretap</u>	
CALEA Full Contact: FISA, Title III, Title 50, Pen/Trap & Trace – new order	\$50.00 administrative fee \$1,500.00 for the length of order per target
CALEA Full Contact: FISA, Title III, Title 50, Pen/Trap & Trace -renewal	\$750.00 for each renewal period, per target

<u>Miscellaneous Fees</u>	
Check copy or credit card number (when available)	\$35.00
Printed Responses	\$25.00
Overnight delivery service	Actual cost plus \$15.00
Data put on disk, vs email, per disc	\$10.00 per disk
Voluminous and Burdensome Requests**	See the below policy

Additional charges may be imposed by Fusion in the event that a request is “voluminous and burdensome”. Criteria considered by Fusion in determining whether a request is voluminous and burdensome, include, but is not limited to, the following: (1) a subpoena for **15 numbers** or more requesting subscriber/billing/credit/features; or (2) **30 numbers** or more requesting subscriber

information; or (3) the response to a subpoena amounts to 100 pages or more of print or electronic copy; or (4) the subpoena requires one (1) or more hours to process. **Voluminous and burdensome charges may apply to a single subpoena or multiple subpoenas from the same agency associated with the same case or cause number, as determined by Fusion in its reasonable discretion.**

V. Time for Response

Requests are processed in the order received by Fusion, subject to emergency and priority requests. Due to the volume of subpoena requests received by Fusion, responses are generally provided within ten (10) business days. Call record detail requests should be limited to the narrowest time possible, or a longer response time may be required to respond. To assist in timely responses, Fusion requests that a status update not be requested for at least ten (10) business days from the date of the original request. Requesting parties may email status requests or other questions to subpoenas@fusionconnect.com.

VI. Information Required with All Requests

Prior to the disclosure of any information, Fusion must receive a valid subpoena or similar form of legal request. This document must be signed, dated and addressed to a proper legal entity within the Fusion group of companies. The proper legal entities will be listed on the applicable Secretary of State's website. A list of the most likely legal entities is listed immediately below. Fusion must also receive contact information and the electronic method for the return of records produced (secure email is preferred).

Potential Legal Entities

Fusion LLC (f/k/a Network Billing Systems, LLC)
Fusion Cloud Service, LLC (f/k/a Birch Communications LLC/Inc.)
MegaPath Cloud Company, LLC

If you are serving a subpoena, court order or a warrant which is a follow-up to a prior subpoena, court order or warrant, Fusion requests that the requesting party include a copy of the original subpoena, court order or warrant and any internal case number provided by Fusion (if available). Including this information will expedite the process.

VII. Account Identification Information

When seeking customer information, Fusion requests that the request be very specific and include the timeframe for which the information is required. Words such as "*any and all records*" should not be used as such language is too broad. Examples wording below:

Please provide information for the user of IP xxx.xxx.xx.x or phone number xxx-xxx-xxxx on January 1, 2017 at 12:01 EST including the following:

- Names (including account holder, authorized users, alt contacts, and usernames);
- Addresses (including mailing addresses, residential addresses, business addresses, billing addresses, and email addresses);
- Telephone numbers and local and long distance telephone records;
- Records of session times, durations and IP logs for six months starting 02/15/2016;
- Length of service (including start date) and types of services utilized;
- Means and source of payment for service and billing records;
- Activity on account (notes, orders, quotes, requests, or similar items).

VIII. Call Detail Records

Fusion is required to keep 18 months of call detail records and may have up to 24 months of calls on a rolling calendar. All call detail records older than 24 months are purged from Fusion's records.

IX. Email Content

Email content can be provided with a search warrant if a customer has chosen to store email content on Fusion's servers. If the account is set up to download emails to the user's computer they are no longer on Fusion's servers. In addition, emails deleted by a customer are no longer on a Fusion server.