



## Third Party Access Service and Consolidated Billing Services Addendum

The additional terms and conditions set forth in this Third Party Access Service and Consolidated Billing Services Addendum (the “**Third Party Access Service and Consolidated Billing Services Addendum**”) apply to Fusion’s provision of Third Party Access Service and Consolidated Billing 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 Third Party Access Service and Consolidated Billing 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 Third Party Access Service and Consolidated Billing 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 Third Party Access Service Support and Consolidated Billing 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.** (a) **Third Party Access Service.** Fusion offers Internet access services from third party providers (“Third Party Access Provider(s)”) where Fusion does not have its own terrestrial Internet access services available. In this situation, Fusion will provision and support services from a Third Party Access Provider (“Third Party Access Service”). Fusion will only provision services that meet Customer’s pre-defined provisioning rules, including, but not limited to, access type, speed, IP options, and price range. Specifically, Fusion will find, order, install, and support the required access on behalf of Customer.

Each Third Party Access Provider will assess its own monthly recurring charges (“MRC”) and equipment charges, based on the provider’s own marketing and pricing practices, and will invoice such charges to Customer. Fusion cannot guarantee a service price or equipment price, but will use its commercially reasonable efforts to provision the Third Party Access Service within Customer’s defined provisioning rules. Fusion is not responsible for, nor does Fusion have any control over, the charges imposed by the applicable Third Party Access Provider.

Fusion assesses a monthly fee to Customer for each Third Party Access Service supported. The MRC shown in Fusion’s Fees and Surcharges Guide or

Service Order will apply to each Third Party Access Service.

**PRICING AND FEES FOR THIRD PARTY ACCESS SERVICES ARE SET BY THE THIRD PARTY ACCESS PROVIDER AND ARE NOT SUBJECT TO DISCOUNTS, FEE WAIVERS OR OTHER SPECIAL PRICING FOR OTHER TYPES OF SERVICES UNDER A MSA OR OTHER AGREEMENT UNLESS THE PARTICULAR SPECIAL PRICING EXPLICITLY STATES OTHERWISE. ADDITIONALLY, ONLY THE SUPPORT FEE CHARGED BY FUSION FOR THIRD PARTY INTERNET ACCESS SERVICE SHALL COUNT TOWARD A MINIMUM SERVICE COMMITMENT, IF ANY.**

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.

If Fusion specified CPE is required (in addition to any Third Party Access Provider CPE), it will be at the pricing specified on the applicable Service Order.

(b) **Consolidated Billing.** Optional consolidated billing allows for all services, including Third Party Access Services, to be on one combined bill to

Customer. When consolidated billing is purchased, Fusion will pass-through the charges from the Third Party Access Provider. This option may not be available from all Third Party Access Providers and availability determination will be made during implementation. Fusion reserves the right to charge additional fees or to terminate Service if the total pass through charges from Third Party Access Providers exceeds ten (10%) of the total consolidated bill.

When consolidated billing is provided, Fusion will arrange for the Third Party Access Provider to send the invoice to Fusion. Fusion will validate, consolidate and pass through these charges on one bill to Customer. For providing consolidated billing Services, Fusion will assess the Consolidated Billing fee shown on Fusion's Fees and Surcharges Guide. Fusion will allow Customer to participate in any dispute resolution process to the extent permitted by the Third Party Access Provider; provided, however, that all Third Party Access Provider charges must be paid within the time period specified in the Agreement, including any disputed items. Credits from a Third Party Access Provider will be passed through to Customer upon receipt by Fusion. Consolidated billing Services may be suspended or terminated entirely or in part at any time at Fusion's sole discretion at which time any applicable Third Party Access Provider invoices will be sent directly to Customer for payment. Customer retains ultimate responsibility for timely payment of all Third Party Access Provider charges.

Prior to implementation of consolidated billing Services, Customer shall be obligated to prepay to Fusion an amount equal to twice the anticipated consolidated billing invoices measured as of the conclusion of the initial deployment of the Third Party Access Services ("Services Prepayment"). In the event that the Customer defaults upon or fails to make any payment as required, Fusion shall have the right, upon immediate notification to Customer, to apply the Services Prepayment to any amounts that are thirty (30) days past due. Fusion shall then give Customer immediate notice that the Services Prepayment has been used and Customer shall be obligated to replenish the Service Prepayment to its original amount. If Customer fails to replenish the Services Prepayment within ten (10) days, then

Fusion shall have the right to suspend any and all consolidated billing Services on Customer's account and to forward all further Third Party Access Provider invoices to Customer for direct payment until such time as the account is brought current and the Services Prepayment is replenished. The amount of the Services Prepayment shall be adjusted annually to an amount equal to twice the average Consolidated Billing for the annual period. The Services Prepayment must be maintained until the Third Party Access Services are canceled and all outstanding invoices paid, at which time the balance of the Services Prepayment will be reimbursed to Customer.

**2. Use of the Service.** Customer agrees not to use the Third Party Access 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 Third Party Access Services. Customer is responsible for any unauthorized use of all Third Party Access Services.

**3. Privacy and Security.** Customer acknowledges that certain communications and information transmitted over the Third Party Access Services may not be secure. Neither Fusion nor the Third Party Access Provider guarantees the confidentiality or privacy of communications transmitted over the Third Party Access Service. Customer is solely responsible for implementing, maintaining, and monitoring network security with regards to information transmitted over the Third Party Access 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. Customer Responsibilities.** Customer is responsible to provide the facilities required for the selected Third Party Access Service. If trenching or other construction work is required in order to deliver the required facilities, the costs or such trenching or construction shall be borne by Customer. Fusion will not order such trenching or construction on behalf of Customer without written consent. Customer shall also provide all inside wiring needed from the

Minimum Point of Entry (“MPOE”) to the desired location of the CPE. Customer shall provide Local Area Network (LAN) wiring between the Third Party Service Provider router, if any, and the computer(s) to be served.

In addition to the required facilities described above, Customer is responsible for providing a signed Letter of Authorization allowing Fusion to provision and support the Third Party Access Service on the Customer’s behalf.

**6. Activation and Installation.** Each Third Party Access Service Provider will assess its own activation and installation fees, based on its own marketing and pricing practices, and will bill such charges to Customer. Fusion cannot guarantee the activation and installation price, but will use its commercially reasonable efforts to have the Service provisioned within Customer defined provisioning rules.

Fusion will assess a one-time activation fee as set forth in Fusion’s Fees and Surcharges Guide for the provisioning of each Third Party Access Service.

In addition, for an additional fee as set forth in Fusion’s Fees and Surcharges Guide, Customer may request that Fusion complete professional installation of the Third Party Access Service. The Third Party Access Provider may require that they provide and install their own equipment.

If Fusion is performing the professional installation of the Third Party Access Service, the Fusion 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;
- (iii) connect and configure the Third Party Access Provider CPE (if included); and
- (iv) verify proper performance of the Third Party Access Service.

The Fusion technician may install or extend inside wiring. If this inside wiring work is performed by a technician for the Third Party Access Provider, the Third Party Access Provider will bill such charges to Customer directly. If this inside wiring work is

performed by a Fusion technician, Customer will be charged additional fees as set forth in Fusion’s Fees and Surcharges Guide.

Each Third Party Access 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 charges (“MRC”) shown in the Service Order shall apply to each Third Party Access Service installed for Customer. The Third Party Access Service will be deemed installed upon installation and verification of the Service by Fusion’s technician.

**7. Special Construction Charge.** When a Customer’s location has insufficient facilities to support the Service ordered, it may be necessary for the Third Party Service Provider to add facilities requiring an additional “special construction charge.” This charge may include the construction of additional facilities as well as line conditioning such as the removal of bridge taps, load coils, or other equipment required to make the Third Party Access Service function. In the event this occurs, Fusion will notify Customer, via email, of the estimated cost of these additional construction charges as well as the estimated time to complete the work. The Customer must, via email, either decline the special construction charges or agree to pay the additional costs within ten (10) business days. If Customer fails to respond via email within ten (10) business days then Fusion will cancel the order for lack of facilities.

**8. Data Throughput.** All Third Party Access Services are provided on a “reasonable commercial efforts” basis. Fusion will only authorize the provisioning of a Third Party Access Service that has advertised upstream and downstream speeds that meet or exceed Customer’s provisioning rules. However, the underlying Third Party Access Provider makes no warranty as to the speed that will actually be achieved, only to the maximum speed available. **FUSION MAKES NO INDEPENDENT REPRESENTATION OR WARRANTY THAT ANY THIRD PARTY ACCESS SERVICE WILL OPERATE AT ANY SPECIFIC SPEED.**

**9. Technical and Administrative Support.**

Fusion provides support for Third Party Access Services at the Tier 2 level, with Customer's support organization providing Tier 1 support directly to its end-users and the Third Party Access Provider supplying Tier 3 level support. 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 issues with a Third Party Access Service, and during regular business hours to address administrative issues.

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