



Fusion 360SM, FusionWorksSM and Fusion SIPSM Service Addendum

The additional terms and conditions set forth in this Fusion 360SM, FusionWorksSM and Fusion SIPSM Service Addendum (the “**Voice Services Addendum**”) apply to Fusion’s provision of Fusion 360SM, FusionWorksSM and Fusion SIPSM, Hosted PBX and associated Unified Communications services (each a “**Service**” and collectively 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 Service(s). This Voice 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 Voice 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 Voice Services Addendum and not otherwise defined herein have the meaning given each such term in the MSA or Basic Terms and Conditions, as applicable.

The FCC requires that Fusion, like all VoIP service providers, inform its customers of any differences that its E911 Service may have in comparison to traditional E911 Services. These differences are set forth in Section 8 below and in the “Important 911 and E911 Disclosure and Notice” found on Fusion’s website at www.fusionconnect/legal/E911 (the “911 and E911 Disclosure Notice**”).**

1. Service Description. Fusion 360SM, FusionWorksSM and Fusion SIPSM are cloud-based business communications services that combine the advantages of a Hosted PBX service with the power of Unified Communications. Optional Service features include voicemail, web, video, messaging, call recording and phone service built on an Internet Protocol (“IP”) network. Customer may use these Services on a standalone basis or in conjunction with an onsite PBX.

2. Use of the Service. (a) **No Excessive Use or Harmful Purposes.** Customer agrees not to use the Services in any excessive or unreasonable manner that will hinder or prevent Fusion from providing quality service to other customers. Examples of excessive or unreasonable use include, but are not limited to, use of the Services with an automated bulk or group dialing and delivery process, use of continuous or extensive call forwarding, use of the Services in conjunction with telemarketing activities, set up routing functionality such that only outbound long-distance traffic is sent over the Services, engaging in conduct that is fraudulent, engaging in conduct that results in significant network congestion, establishing perpetual or long duration connections, and use of the Services

for any other activity that would be inconsistent with reasonable and typical business use. Customer also agrees not to use the Services for malicious purposes, including uses that might involve viruses, worms and Trojans. Customer and its end-users are the only parties authorized to access the Services. Customer is responsible for any unauthorized use of the Services.

(b) **Call Recording and Monitoring.** Fusion’s call recording and call monitoring features allow Customer and its end-users to record all calls. Certain state and federal laws apply to Customer’s use of the Fusion call recording and call monitoring features. In some states, customers are required to obtain consent from all parties to record or monitor a phone call. Customer is solely responsible for compliance with any and all federal, state, county, municipality, or any other jurisdiction laws, ordinances, statutes, orders, directives or rules governing or related to the use of a device for the purpose of recording or monitoring any wire, oral, or electronic communications traversing and/or traveling over the Services. Customer understands and agrees that it is solely liable for compliance with such laws and regulations, and under no circumstances shall Fusion be responsible or held liable for such

compliance. Customer agrees that Fusion has no responsibility or liability related to Customer's recording or monitoring activities. Customer indemnifies and holds Fusion harmless for any cause of action, fines, penalties and/or damages, direct or indirect, civil or criminal, involving Customer's use of the call recording and/or monitoring features, whether actual or potential, knowing, incidental, and/or accidental, and any wire, oral or electronic communication traversing and/or traveling over the Services.

(c) **Voice-to-Text and Text-to-Voice Limitations.** Fusion's voice-to-text ("**VTT**") and text-to-voice ("**TTV**") features allow Customer's voicemails to be converted to text and vice-versa. Customer understands and agrees that Fusion's VTT and TTV features may not accurately transcribe voicemails or articulate text messages, respectively. Customer is solely responsible for checking the original message and verifying the accuracy of the message when using any VTT or TTV feature. Fusion expressly disclaims all liability with respect to the conversion of voicemails to text or vice-versa.

(d) **Compliance with Use Obligations;** Fusion may monitor Customer's use of the Services to ensure that the Services are being used in accordance with the terms of the Agreement. Without limiting Fusion's rights under the Agreement, if Fusion believes that Customer is using the Services in an inappropriate manner, Fusion may, without notice or liability, do any of the following (i) reduce, limit, suspend, or cancel access to the Services, (ii) charge Customer for excessive or unreasonable use of the Services, or (iii) immediately terminate the Services.

3. Service Installation. Customer may elect to self-install the Services or have Fusion provide professional installation services. A description of Fusion's professional installation services and the fees associated therewith are set forth in Fusion's Fees and Surcharges Guide.

4. Customer Provided Equipment and Access. In the event that Customer uses the Services (i) in combination with any service not provided by Fusion, (ii) with any other software and/or service provided by the Customer or any source other than Fusion, which may be installed to integrate with the Services, including, but not limited to, broadband access, voice

services (local, long distance, toll) or any IP solutions (Internet Access, 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 Internet connection not provided by Fusion, Customer agrees as follows:

(i) 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

(ii) Fusion will not be liable or responsible for quality of Service issues or Service degradation resulting from Customer's equipment and the Service Level Agreement set forth herein shall not apply.

5. Use with Other Services. The Services may not be compatible with security systems that are set up to make automated phone calls, fax machines, modems and medical monitoring devices or other services that require an analog telephone line powered by the local central office. Customer may be required to maintain a telephone connection through its incumbent local exchange carrier ("ILEC") or purchase an additional analog service from Fusion in order to use any such system installed at Customer's premise. Customer also acknowledges that the Services may not be compatible with some Broadband services. Customer further acknowledges that some providers of Broadband service may provide modems that prevent the transmission of communications using the Services. Fusion does not warrant that the Services will be compatible with security systems, fax machines, modems and other devices or that the Services will be compatible with all Broadband services. Fusion expressly disclaims any express or implied warranties regarding compatibility. By using the Services, Customer waives any claim against Fusion for interference with, or disruption of, such systems due to the Services.

6. Responsibility for Content. Fusion specifically disclaims all liability and Customer shall be solely responsible for all content transmitted through the Services.

7. Local Number Portability. (a) **Number Transfer on Service Activation.** In the event

Customer is not utilizing a new phone number or numbers for the Services, but rather is transferring existing phone number(s) to Fusion that are currently subscribed to another carrier, the terms and conditions of this section shall apply:

(i) Customer hereby authorizes Fusion to notify Customer's current carrier of its decision to switch local toll and long distance services to Fusion and represents that Customer is authorized to take this action;

(ii) Customer agrees and acknowledges (i) that the porting of Customer's numbers requires Customer's provision of specific, detailed and accurate information to Fusion and the other service provider(s), as applicable, and the completion of certain steps and procedures, as well as third parties' completion of certain tasks, and (ii) that numbers may not be ported in or ported out unless such information matches the information on record with Fusion and/or the other service provider(s). The completion of a port request is dependent upon these and other factors that may be outside the control of Fusion or the other service provider(s), and accordingly, Fusion is not responsible for incomplete ports. **FAILURE TO PROVIDE ANY INFORMATION REQUESTED BY FUSION OR THE THIRD PARTY SERVICE PROVIDER(S) WILL DELAY THE PORTING OF THE NUMBERS TO FUSION. FUSION SHALL NOT BE RESPONSIBLE FOR ANY DELAY IN THE PORT OF CUSTOMER'S NUMBERS AND WILL NOT PROVIDE CREDIT FOR ANY SUCH DELAYS;** and

(iii) Customer acknowledges and agrees that if the Services are set up prior to the date that the number transfer becomes effective ("**Port Effective Date**"), Customer may only be able to make outgoing calls using the Services. In such event, Customer should keep another phone connected to the existing phone number to receive incoming calls until the Port Effective Date, after which Customer will be able to both make and receive calls using the Services. Customer acknowledges and agrees that if the Service activation date has not occurred as of the Port Effective Date, its existing phone service for the number being transferred may be disconnected and Customer may have no service for that number. Therefore, to avoid an interruption in Customer's phone service, Services must be activated prior to the Port Effective Date. An

estimate of the Port Effective Date will be sent to Customer via e-mail by Fusion.

(b) **Number Transfer on Service Termination**. After the Service activation date, Fusion may receive requests from other carriers ("**Requesting Party**") acting as agents on Customer's behalf to port a telephone number currently assigned to Customer to that carrier ("**Port-Out**"). Fusion will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Fusion's standard operating procedures. Until the effective date of Customer's proper termination (in accordance with the terms of the Agreement), Customer will: (a) remain a Fusion customer; and (b) be responsible for all charges and fees associated with the Services. Customer will not receive any refund or partial refund or any credits for any charges billed to Customer's account prior to Port-Out. Fusion assumes no liability for costs associated with any numbers that cannot be ported or that Customer chooses not to Port-Out. Customer acknowledges that in the event of any account termination or cancellation, all telephone numbers associated with Customer's account may be released. Similarly, the cancellation of individual Services that have associated telephone numbers will result in the release of such numbers. Customer acknowledges that it is Customer's responsibility to work with the Requesting Party to Port-Out those numbers prior to Customer's termination or cancellation of Customer's account or termination of the Services.

(c) **Ported Telephone Numbers Upon Cancellation**.

(i) **Cancellation**. If Customer requests that the Requesting Party Port-Out a number from Fusion, then Customer is required to inform Fusion of Customer's intent to terminate the associated Services or Fusion will continue to bill for such Services. Customer will continue to be responsible for all charges and fees associated with the remaining Services. Customer will not receive any refund or partial refund or any credits for any charges already billed to Customer's account.

(ii) **Consent and Electronic Submission**. In some cases, Fusion may permit Customer to submit documentation required to port numbers using a web-

enabled user interface. Customer may withdraw Customer's consent to submit Customer's porting request electronically by contacting Fusion's Customer Care group prior to Fusion submitting the porting request to the carrier. Customer's consent to electronic submission applies only to the specific porting request submitted through the web-enabled interface.

8. Emergency 911 Service. 911 emergency service available with the Fusion 360SM, FusionWorksSM and Fusion SIPSM Services differ from traditional 911 or E911 services. By using the Services, Customer acknowledges that it has read and understands the 911 and E911 Disclosure Notice found on Fusion's website at www.fusionconnect/legal. The Services are configured by Fusion to support a static environment. As with any telephone and/or data technology, there are certain circumstances under which 911 or E911 emergency services may not function properly. **THE FCC REQUIRES THAT FUSION INFORM THE CUSTOMER OF POTENTIAL LIMITATIONS TO 911 OR E911 EMERGENCY SERVICES. 911 AND/OR E911 SERVICES WILL NOT BE AVAILABLE OR FUNCTION IF (i) THE TELEPHONE DEVICE TO WHICH A PARTICULAR TELEPHONE NUMBER HAS BEEN ASSIGNED IS MOVED TO A LOCATION OUTSIDE THE PREMISES WHERE THE IP PHONE WAS ORIGINALLY INSTALLED; OR (ii) THERE IS A LOSS OF ELECTRICAL POWER TO THE IP PHONE AND/OR TO EQUIPMENT NECESSARY TO MAINTAIN CUSTOMER'S INTERNET CONNECTION.**

For each IP phone that Customer utilizes with the Services, Customer must register the physical location where that IP phone will be used with Fusion. With respect to IP phones rented or purchased from Fusion, the initial location of that device will be registered as a part of subscribing to the Services. It is incumbent on Customer to confirm the accuracy of its physical address through Customer's online account and update that information if Customer has any changes, additions or transfers of IP phones. If an IP phone is moved to another location, Customer is obligated to update the location information. If Customer does not

update the location, 911 calls made from that IP phone will be sent to an emergency center near the devices registered location. Customers may update a location by logging on to their online account or by calling Fusion's customer care group. For purposes of 911 dialing, Customer may only register one location at a time for each device. Customer is obligated to notify anyone that uses the Services of the possibility that they may be unable to access 911/E911 services. The documentation that accompanies each Fusion provided IP phone will include a sticker concerning the potential non-availability of basic 911 or E911 service (the "**911 Sticker**"). It is Customer's responsibility, in accordance with the instructions that accompany each Fusion supplied IP phone, to place the 911 Sticker on each device that Customer uses with the Service. If Customer does not receive a 911 Sticker with its Fusion supplied device, or Customer requires additional 911 Stickers, Customer should contact Fusion's customer care group.

9. Supplemental Services. (a) Fusion Voice Manager for Mobile and Desktop Portals. Included with certain of the Services is Fusion's Voice Manager Mobile and Desktop Portal which allows users to access certain features of the Services, including but not limited to, voicemail access, call placement, view call logs, and control certain voice features via a web browser. To access the Fusion Voice Manager Mobile and Desktop Portal, Customer must use the username and password assigned to it (or its organization) during the installation process of the associated Services. Customer must access the web through Customer's mobile device or desktop to gain access to Fusion's Voice Manager Mobile and Desktop Portal. When using this portal, all calls are made through the devices Customer specifies while configuring its call back locations within the portal. Fusion is not responsible for any charges incurred from any device specified for use with the Fusion Voice Manager Mobile and Desktop Portal. If Customer uses a mobile device to originate or terminate calls via the Fusion Voice Manager Mobile and Desktop Portal, Customer may incur charges from Customer's mobile phone provider in connection with such calls. Customer may also expend mobile minutes and/or incur voice and/or data charges per Customer's calling and data plans with

Customer's mobile phone provider. Fusion is not responsible for such charges. Fusion's Voice Manager Mobile and Desktop Portal is not a replacement for Customer's ordinary mobile or fixed line telephone. Customer must make alternative communications arrangements to ensure that Customer can make emergency calls if needed. Fusion reserves the right to add, modify or delete functionality or features of the Voice Manager Mobile and Desktop Portal at any time at its sole discretion.

(b) Fusion UC and MobileConnect for Mobile, Tablet and Desktops. Included with certain Services is the Fusion UC Mobile, Tablet and Desktop application which allows users to access certain features of the Services, including but not limited to, call placement, instant messaging, presence, screen share and access to voicemail via software that runs on an end-user's desktop, smartphone or tablet. To access the Fusion UC Mobile products, Customer must use the username and password assigned to it (or its organization) during the installation process of the associated Service. Customer must access the Internet through Customer's mobile device or desktop in order for the Fusion UC Mobile product to function. Fusion is not responsible for any charges incurred from any device specified for use with the Fusion UC Mobile, Tablet and Desktop application. This includes, but is not limited to, mobile minutes and/or incurring voice and/or data charges per Customer's calling and data plans with Customer's mobile phone provider.

(c) Screen Share Service. Fusion UC Mobile and MobileConnect for Mobile Tablet and Desktop includes a feature that allows Customer to screen share. In order to use the screen sharing feature, Customer is responsible (at Customer's own expense) for accessing the Internet, either directly or through devices that access Web-based content and pay any service fees associated with such access. Customer agrees that from time to time the screen sharing feature may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Fusion undertakes from time to time; or (iii) causes beyond the control of Fusion or that are not reasonably foreseeable by Fusion including interruption or failure

of communication or digital transmission links, hostile network attacks or network congestion or other failures.

(d) Toll Free Inbound. Fusion's Toll Free Inbound Service is an optional feature that provides the Customer with a phone number in the 800, 888, 877, 866 or similar service access code, calls which are accepted without charge to the caller and which result in the calling party being connected to the Customer either directly or via its local exchange carrier. Additional charges may apply for the use of this feature.

(e) Commercial Switched Outbound. Fusion's Commercial Switched Outbound Service is an optional feature that provides direct dialed (1+) interexchange domestic long distance services to a commercial Customer. Access to the network is available through presubscription (or 1+ access) and only where Fusion is the provider of local exchange service or otherwise has an access agreement with the Customer's local exchange carrier. Customer is required to use Fusion for switched outbound (1+) direct dial domestic long distance. Additional charges may apply for the use of this feature.

(f) Directory Assistance. Fusion's Directory Assistance is an optional feature that allows Customer to request information from directory assistance records. The directory assistance charge set forth in Fusion's Fees and Surcharges Guide applies to these calls. Customer is charged when the requested information is received, or when the information is unlisted, non-published or no record can be found.

(g) International Long Distance. Fusion's International Long Distance Service is an optional feature that provides direct dialed international long distance services to Customer. Access to the network is available through presubscription and only where Fusion is the provider of local exchange service or otherwise has an access agreement with the Customer's local exchange carrier. This feature consists of the furnishing of switched message telephone service between Fusion's operating centers in the United States and the international locations

identified by Fusion. Fusion's International Long Distance is also available for calls to cellular and non-geographic numbers ("NGN"). NGN denotes calls to international telephone numbers that are not associated with a specific geographic region. Additional charges may apply for the use of this feature.

10. Technical and Administrative Support.

Support for the Services are 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. 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, at Customer's expense, that equipment as soon as commercially reasonable. At Fusion's sole discretion, replacement CPE may include new or refurbished CPE. Fusion will provide Customer with a Return Merchandise Authorization ("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 list price for the replacement CPE.

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

Appendix A

Fusion 360SM, FusionWorksSM, and Fusion SIPSM Service Level Agreement

1. **Overview.** This Service Level Agreement, or SLA, sets forth the minimum service metrics for the Fusion 360SM, FusionWorksSM and Fusion SIPSM Services. Subject to the terms of this SLA, in the event that a Service fails to meet the Minimum Service Metric, 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 supporting voice calling.
 - (b) **Mean Time to Respond** – the Mean Time to Respond measurement for these 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 the Customer and a trouble ticket is opened to the date and time the Service issue is resolved and the trouble ticket is closed.
3. **Minimum Service Metrics.** The table below sets forth Fusion’s Minimum Service Metrics by category for the Services:

<u>Availability</u>	<u>Mean Time to Respond</u>	<u>Mean Time to Repair</u>
99.99% or greater	1 Business Hour*	4 Business Hours

*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	10% of the monthly recurring charge (“MRC”) for the affected Service
Mean Time to Respond	10% of the MRC for the affected Service
Mean Time to Repair	10% of the MRC for the affected Service

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's sole discretion;
 - (g) Customer's breach of requirements specified in the Service installation letter from Fusion;
 - (h) delays caused 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.