



## Fusion Fixed Wireless Access Service Addendum

The additional terms and conditions set forth in this Fixed Wireless Access Service Addendum (the “**Fixed Wireless Access Service Addendum**”) apply to Fusion’s provision of Fixed Wireless Access 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 Fixed Wireless 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 Fixed Wireless 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 Fixed Wireless 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 Fixed Wireless Access Service is a commercial grade service using fixed wireless microwave technology used to connect two fixed locations with a radio or other wireless link. It is a turnkey solution that provides connectivity, hardware (fixed wireless antenna and radio), installation and ongoing support. Fusion offers two Service Plans as set forth below. Plan availability is determined at the time Customer places their order.

(a) **Fixed Wireless Business Class Plan.** Asymmetric with download bandwidth is up to 50 megabits per second (“Mbps”) and upload bandwidth is up to 10 Mbps. Bandwidth capabilities differ depending on the infrastructure available in the area. Download and upload speeds are not guaranteed.

(b) **Fixed Wireless Enterprise Class Plan.** Symmetrical download and upload bandwidth from 5 Mbps to 10 gigabits per second (“Gbps”). Speeds are not guaranteed.

**2. Use of the Service.** Customer agrees not to use the Service 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 Service 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. 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 Responsibilities.** Customer must have a representative available at each site where a site survey is required. Fusion shall have no obligation to Customer until Fusion completes a

site survey. Customer is responsible for providing complete and accurate information for the site survey, and understands that incorrect or incomplete information in the site survey may cause Customer to incur additional costs and fees. Fusion will use reasonable commercial efforts to review responses to each site survey, and respond with either an acceptance or with a denial. Each denial of service shall be accompanied with the reasons why the Service is unavailable based on the information in the site survey. Customer will be responsible for obtaining local permits, landlord consents, waivers, zoning exceptions and other permissions as required by local law and the Customer's contractual and lease obligations relating to each site at which the Service is requested (collectively, "Consents"). Customer shall be responsible for obtaining all Consents prior to the scheduled installation date. If a Fusion technician is dispatched and the installation cannot be completed during the initial visit due to the fault of Customer, inaccessibility to the site, missing Consents, cancellation of the installation by Customer, or non-standard installation requirements, Customer will be charged and agrees to pay an installation abort fee as set forth in the Fusion Fees and Surcharges Guide. Non-standard installations may be accommodated on a quotation basis.

At each site, Customer will:

- i) designate one individual that is authorized to make decisions relating to the installation and to interface with Fusion's technician during the installation;
- ii) if required for installation and requested by Fusion, provide building construction drawings for each site;
- iii) provide secure locations for installation of the antenna, its support structure, all outdoor and indoor electronics and other equipment in accordance with the space, electrical, structural and other needs for each piece of equipment;
- iv) permit the installation of a standard roof mount;
- v) permit the installation of CAT5E cable will be ran from radio antenna to the tenant's network room. Antenna is powered by a power over ethernet (POE) with the CAT5E cable plugged into an outlet in the tenant's network room.
- vi) provide 15 amp/120V power receptacle within five (5) feet of the indoor unit location. The

indoor unit portion of the equipment shall be located in an area suitable for a personal computer, in a clear space, adequately ventilated to provide air circulation about the unit (preferably air-conditioned) and free of excessive dust or dirt; and

- vii) provide Fusion with access to the site for installation of the equipment.

**7. 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 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.

**8. Activation and Installation.** Each 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 charge specified 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.

Customer must install certain equipment directly provided by Fusion in order to receive the Service. The equipment consists of a roof mounted antenna, a router, a receiver, and ancillary customary mounting and installation materials. Customer will

be provided Fusion CPE as part of the Service. Customer agrees to ensure that the CPE is protected and to return the CPE to Fusion when the Service is disconnected or discontinued. The CPE and equipment is not available for Customer to purchase. Customer agrees to use only a Fusion authorized equipment installer at Customer's premises. Fusion will charge a standard one-time installation fee for a standard installation. Non-standard installations will be subject to additional charges above the standard installation fee. Fusion will communicate to Customer the amount of the installation fee prior to installation.

All non-standard installations need to be arranged with Fusion through a site survey, prior to the scheduled installation date. Non-standard installations may include installation of cable conduits, trenching, or non-standard antenna mounts, Customer requests, or any additional equipment or installation services outside the scope of the standard installation. Customer will be charged for a non-standard installation if Fusion cannot contact Customer for approvals, Customer fails to grant approvals, secure Consents or otherwise meet its obligations relating to installation as set forth herein, the site has features, unique conditions or is in a location that requires installation activities outside the scope of the standard installation, or the Customer-provided information on the applicable site survey is inaccurate or incomplete.

Customer may re-locate the location where the Service is delivered. Relocation will require the physical relocation of all equipment, which must be performed by a Fusion technician, and is subject to the additional charge set forth in Fusion's Fees and Surcharges Guide. Customer understands that relocation may require installation of a different model of antenna assembly, in which case Customer agrees to pay the assembly charge specified in Fusion's Fees and Surcharges Guide.

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.

**9. Data Throughput.** Data throughput rates for each end-user device will vary based upon the total number of devices connected to the Fixed Wireless CPE and the number of devices simultaneously accessing the Service. 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 end-users, and the infrastructure connecting that machine to its data transmission path. 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 the Service at any given time. Further, **FUSION MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL OPERATE AT ANY SPECIFIC SPEED.**

**10. 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.

**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. Service Level Agreement.** Business Class Asymmetrical Service Plans are provided on a best effort basis and no Service Level Agreement applies. Enterprise Class Service Plans carry the SLAs identified in **Appendix A**.

## Appendix A

### Enterprise Class Fixed Wireless Services – Service Level Agreements

1. **Overview.** This Service Level Agreement, or SLA, sets forth the service level commitments for Fusion’s Enterprise Class Fixed Wireless 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) **Traffic Latency** – the Traffic Latency measurement for the Services is defined as the average roundtrip response time, in milliseconds (“ms”), that it takes a 32 byte ICMP PING packet to complete a roundtrip traversal from the Customer’s location to a predefined place on the internet Such as Fusion’s NOC.
  
3. **Minimum Service Metrics.** The tables below set forth the Minimum Service Metrics by category for the Services:

<u>Service</u>	<u>Availability</u>	<u>Traffic Latency</u>
<b>Enterprise Class Fixed Wireless</b>	99.9%	≤ 60 ms to internet

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>
<b>Availability</b>	<p>If availability is less than the Minimum Service Metric set forth above for between 4 and 8 hours in a calendar month, the Service Credits will be equal to 1% of the MRC for the affected Service(s)</p> <p>If availability is less than the Minimum Service Metric set forth above for between 8 and 24 hours in a calendar month, the Service Credits will be equal to 2.5% of the MRC for the affected Service(s)</p> <p>If availability is less than the Minimum Service Metric set forth above for 24 hours or more in a calendar month, the Service Credits will be equal to 10% of the MRC for the affected Service(s)</p>

<b>Traffic Latency</b>	If traffic latency is greater than the Minimum Service Metric set forth above 24 hours of more in a calendar month the Service Credits will be equal to 10% of the MRC for the affected Service(s)
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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 Traffic Latency, 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 for Services utilizing Internet connectivity or local loop facilities provided by third parties;
- (c) Customer’s delay or failure to provide sufficient IP information;
- (d) breach of Customer’s responsibilities under the Agreement;
- (e) lack of Customer site readiness for installation, maintenance or repair, as may be reasonably determined at Fusion’ sole discretion;
- (f) Customer’s breach of requirements specified in the Service installation letter from Fusion;
- (g) delays cause by the LEC (local exchange carrier) or other third party carriers;
- (h) Service issues due to failure of CPE;
- (i) Service issues due to configuration changes made by Customer to Fusion or Customer-provided equipment;
- (j) Service issues arising during a scheduled maintenance window;
- (k) Service issues arising from Fusion’s inability to access required facilities or equipment;
- (l) “No Trouble Found” trouble tickets; or
- (m) trouble tickets that remain open due to delays caused by slow responses from Customer for requests for feedback.