



Fusion Business Voice Lines (POTS) Service Addendum

The additional terms and conditions set forth in this Fusion Business Voice Lines (POTS) Service Addendum (the “**POTS Service Addendum**”) apply to Fusion’s provision of Business Voice Lines Services (“**POTS Services**” or 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 POTS 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 POTS 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 POTS 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 POTS Services provide business analog phone lines with post-paid monthly billing invoices. POTS Services cannot be used to provide Trunk or Centrex™ service and cannot have Direct Inward Dialing Numbers (“DIDs”) assigned other than to the main phone number. Site pre-qualification for POTS Services is required. Availability of POTS Service at each site may vary on submission of order and cannot be determined before actual installation. Fusion provides the following types of POTS Services:

(a) **Business Voice Line – Essentials:** includes unlimited local calling, unlimited intrastate/intraLATA calling (Local Primary Interexchange Carrier (“LPIC”) must be Fusion), 1500 minutes interstate interLATA calling per line (Primary Interexchange Carrier (“PIC”) must be Fusion), and Feature Package (as defined below).

(b) **Business Voice Line – Basic Plus:** includes unlimited local calling, unlimited intrastate/intraLATA calling (LPIC must be Fusion), intrastate/intraLATA PIC may be Fusion or another carrier; and Feature Package.

(c) **Business Voice Line – Value:** includes unlimited local calling, LPIC for intrastate/intraLATA calling must be Fusion, PIC

for Interstate/InterLATA calling must be Fusion. Features Set is not included.

“Feature Package” (included in Essentials and Basic Plus) includes Caller ID, Speed Calling, Call Forwarding Don’t Answer, Call Forwarding Busy Line, Call Tracing, Call Return, Preferred Call Forwarding, Anonymous Call Rejection (per line), Enhanced Caller ID, Caller ID Deluxe, Call Forwarding, Call Waiting, Hunting, Remote Access – Call Forwarding Variable, Repeat Dialing, Call Block, Call Selector, Calling Number Delivery Blocking, Distinctive Ring Service, and 3-Way Calling.

(d) **Fusion Inside Wire Protection Plan:** is an optional Service available with any type of POTS Service that provides professional assistance when problems arise with standard telephone wiring and jacks inside a Customer premise. When the Fusion Inside Wire Protection Plan is ordered, Fusion will repair or replace defective inside wiring at a Customer site. Plan coverage is sold on a per location basis and is effective immediately when ordered but requires a minimum Service Term as set forth on the applicable Service Order. Plans terminated prior to the end of the minimum Service Term will incur Early Termination Fees pursuant to the terms of the MSA or Fusion Basic Terms and Conditions, as applicable. When making repairs pursuant to the

plan, Fusion will determine, at its sole discretion, the manner in which repairs will be made, including color specifications of replaced wires, jacks and connecting blocks. Requests for concealed wiring that require additional work will be subject to additional Professional Services charges as set forth in the Fusion Fees and Surcharges Guide. The plan does not cover i) inside wiring rendered defective by negligence, willful damage, vandalism, faulty equipment (e.g., phones, faxes, modems, etc.) or pest/rodent damage; ii) inside wiring that did not work when the Service was ordered or that is not connected to the telephone network; iii) non-standard inside wiring; iv) repair or reprogramming of equipment; v) jacks located outdoors except for waterproof jacks on the exterior of Customer's premises; vi) for multi-unit dwellings, problems occurring in horizontal and/or riser cable, or problems Fusion is prevented from accessing (e.g. by the owner of the property, by government or military authorities or by the landlord); vii) repair of complex inside wiring associated with multiple lines that use common equipment including inside wiring associated with telephone stations that are part of a key or private branch exchange ("PBX") telephone system, repair of inside wiring associated with Centrex type service and then connected to coin telephones; viii) damage occurring to inside wiring in connection with physical damage to a portion of a residence or business premise if destruction of a residence or business is so severe that telephone service is or must be disconnected and subsequently reestablished; and ix) installation of new wiring or jacks.

2. Use of the Service. Customer agrees not to use the Service for malicious purposes. 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. Emergency 911 ("E911") Service. E911 for POTS Services is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. FUSION IS NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED,

MADE, INSTITUTED OR ASSERTED BY CUSTOMER OR BY ANY OTHER PARTY OR PERSON FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, OR FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY: (1) MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN THE PROVISION OF E911 SERVICE, OR (2) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, LOCATION OR USE OF ANY EQUIPMENT AND FACILITIES FURNISHING E911 SERVICE. FURTHERMORE, FUSION IS NOT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION OR USE OF E911 SERVICE FEATURES AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY OTHER SERVICES FURNISHED BY FUSION INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS OR NAME ASSOCIATED WITH THE TELEPHONE USED BY THE PARTY OR PARTIES ACCESSING E911 SERVICES, OR THAT ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACTS OF FUSION, THE CUSTOMER, ITS USERS, AGENCIES OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENCIES OF ANY ONE OF THEM.

When a Customer with a non-published telephone number places a call to the E911 Service, Fusion will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to the Service, Customer acknowledges, authorizes, and agrees with the release of such information.

Fusion will supply Customer information to update the E911 Service database at the time Fusion submits

Customer's order for POTS Services to the incumbent local exchange carrier ("ILEC").

If Fusion provides the POTS Services by means of its own cable pair, or over any other exclusively owned facility, Fusion will be obligated to make the necessary equipment or facility additions in the 911 Service provider's equipment in order to properly update the E911 database. At that time, Fusion will provide facilities to route calls from Customer's end-user to the proper Public Safety Answering Point ("PSAP").

4. Directory Listings. The POTS Services include a standard directory listing that is printed in the Yellow Pages and local exchange carrier's phone directory. FUSION WILL NOT BE LIABLE FOR ERRORS OR OMISSIONS IN ANY DIRECTORY LISTING DATABASE, OR FOR ANY DIRECT OR INDIRECT DAMAGES THAT MAY RESULT FROM ANY SUCH INCORRECT LISTING.

5. Required Customer Facilities. Each POTS Service requires specific facilities at the Customer premise. Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of the associated equipment used to provide the Services to Customer from the cable building entrance or property line to the location of the equipment within Customer's premise. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Fusion provided facilities, shall be borne entirely by Customer, or, at Fusion's option, may be charged by Fusion to Customer.

6. Customer-Provided Equipment. In the event that Customer shall use the Services (i) in combination with any equipment 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 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 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 any quality of service issues or Service degradation resulting from Customer's equipment.

7. Use with Other Services. The Services may not be compatible with existing network security configurations and may require changes by Customer to enable the POTS Services to function properly.

8. Activation and Installation. Each POTS Service is subject to a minimum Service Term starting on the date that the Service is installed. The Service Term is set forth in the applicable Service Order. New lines installed for the same Customer at the same location will be added for the remaining initial Service Term of Services ordered for that location. New physical locations added by a Customer shall have a new term based on the term specified on the applicable Service Order. The applicable monthly recurring charges ("MRC") shown in the Service Order shall apply to each line installed for Customer pursuant to that Service Order.

If Customer elects to have Fusion perform a professional installation, then Customer shall pay the Professional Installation fees set forth in Fusion's Fees and Surcharges Guide. Inside wiring from the Minimum Point of Entry ("MPOE") to the desired location of the CPE in Customer's premise is not included. If the Fusion field technician deems the install job to be beyond that associated with a standard installation, the extensive wiring charges set forth in Fusion's Fees and Surcharges Guide will apply. In this situation, Fusion will proceed with any necessary wiring up to the pre-approved amount listed in Fusion's Fees and Surcharges Guide. For any extensive wiring or demarc extension work that will cost more than the pre-approved amount, Fusion will contact the Customer for approval prior to

performing the work. Extensive wiring may include, but is not limited to, conduit installation, installation that requires drilling, renting of special equipment, time, materials, and travel. Customer shall cooperate with Fusion throughout the installation process, including providing complete and accurate information for a Service Order, which includes the required detailed demarcation information and contact information of on-site personnel.

9. Technical and Administrative Support.

Support for the Services 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.

10. 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.

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