



## Fusion Managed SD-WAN Service Addendum

The additional terms and conditions set forth in this Fusion SD-WAN Service Addendum (the “**SD-WAN Service Addendum**”) apply to Fusion’s Managed SD-WAN services (the “**Services**” or “**SD-WAN 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 SD-WAN 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 SD-WAN 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 Fusion SD-WAN 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 managed SD-WAN Service utilizes industry leading technologies to deliver redundant always-on connectivity with failover and/or best path routing capabilities to promote availability and optimize the performance of Customer’s Wide Area Network(s) (“**WAN**”). Fusion utilizes the native IPsec Virtual Private Network (“**VPN**”) capabilities included in its SD-WAN Service to secure communication with industry standard strong encryption. The VPN enables secure, private communication between all Customer locations using the SD-WAN Service regardless of underlying access technology. Fusion offers two options for SD-WAN Services -- SD-WAN Pro and SD-WAN Enterprise.

**2. Use of the Service.** Customer agrees not to use the Services for malicious purposes, including uses that might involve viruses, worms or Trojans. Only Customer and its end-users are authorized to access the Service. Customer is responsible for any unauthorized use of the Service.

**3. Configuration Changes.** The SD-WAN Service is fully managed by Fusion. The Service includes six (6) quarterly configuration changes per SD-WAN device. Changes to global design are not included in the Service, with standard time and material rates applying for global design changes and for configuration changes beyond the allotted six (6) per quarter. See Fusion’s Fees and Surcharges Guide for standard time and material rates.

**4. Incompatibility with Other Services.** In the event that Customer uses the Services (i) in combination with any equipment or service not provided by Fusion (except Customer provided access devices and third-party Internet access services that have been preapproved by Fusion), (ii) with any other software and/or service provided by 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.), 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 Services; and

(b) 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.

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.

**5. Activation and Installation.** SD-WAN Services require on-site installation by a Fusion professional. Customer personnel must be at the Customer premise to facilitate that installation. This professional on-site installation includes the installation of a Fusion managed router and confirmation that the SD-WAN Service is functioning according to applicable specifications. Any inside wiring or additional services required at the Customer premise are not covered by Fusion's standard on-site installation fee, and separate charges would apply. Once the Fusion technician determines that the SD-WAN Service meets the predefined requirements, the Service will be considered installed and billing will commence. Customer shall pay the setup fee and professional on-site installation fee set forth in the applicable Service Order.

**6. Required Virtual Infrastructure.** The Fusion SD-WAN Services require the use of customer-provided virtual infrastructure ("**Virtual Infrastructure**"). Fusion provides options to support the Virtual Infrastructure. When electing to utilize Virtual Infrastructure, Customer is responsible for providing the appropriately sized virtual environment based on requirements provided by Fusion. Customer is also responsible for all aspects of the Virtual Infrastructure, including but not limited to vCPU; memory; bandwidth; and storage. Fusion will provide Customer with a software image for installation on the Customer's virtual instance. Fusion provides ongoing management and support of the Service provided via the Virtual Infrastructure. However, installation and maintenance of the Virtual Infrastructure are solely Customer's responsibility. Upon successful software installation, Fusion will configure the Service to meet the technical requirements outlined in the mutual agreed upon Technical Architecture Document associated with the applicable Service Order. If Fusion identifies issues related to the Customer-provided Virtual Infrastructure, Customer is solely responsible for troubleshooting the virtual environment.

**7. Maintenance, Changes and Firmware Upgrades.** Fusion may, in its sole discretion without incurring any liability, change the features or discontinue the sale of SD-WAN Services.

Fusion will use commercially reasonable efforts to ensure that any such changes do not have a material adverse effect on the functionality or performance of the Services. Fusion will also use reasonable methods to notify the Customer in advance of any material changes to the Services.

**8. CPE Warranty. (a) Purchased CPE.** 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 the CPE as soon as commercially reasonable at Customer's expense. 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 the then current list price for the replacement CPE.

**(b) Rented CPE.** During the Service Term, Fusion will replace defective rental CPE with an equivalent device for no additional charge. At qualified locations, Fusion will advance-replace defective rental CPE that will be shipped out the same business day as long as a request is made early enough in the day. Customer must return defective rental CPE to Fusion within fifteen (15) days from the date of receipt of the replacement CPE in order to avoid being charged late penalties. Fusion reserves the right to bill for any CPE not shipped within such time period. Upon service termination, or CPE replacement, Customer must return the rental CPE using Fusion supplied return labels.

**9. Technical and Administrative Support.** Support for the Services is provided on a Tier 2 level, with 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. Term.** Each Service is subject to a minimum Service Term starting from the date that the Service is installed. The Service Term is set forth in the applicable Service Order. The applicable monthly recurring charges (“MRC”) shown in the Service Order shall apply to each Service installed for Customer. The Initial Service Term and each Renewal Service Term for SD-WAN Services shall automatically renew for additional Terms of one (1) year, unless Customer provides written notice of termination to Fusion at least sixty (60) days prior to the end of the then-current Term. Removal of automatic renewal shall not be permitted for SD-WAN. If a Service is disconnected or terminated prior to the end of the then current Term, by Fusion due to a breach of the Agreement, or by Customer for any reason, then Customer agrees to pay an Early Termination Fee equal to the monthly recurring charge for the Service multiplied by the number of months remaining in the then-current Term.

**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 (including 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. Additional Terms and Conditions for VeloCloud SD-WAN Enterprise Services.** Customer’s use of the SD-WAN Enterprise Services which are made available for resale by Fusion from VeloCloud Networks, Inc. (“**VeloCloud**”) are subject to the terms and conditions of the then-current VeloCloud End User

Subscription/License Agreement and any SD-WAN Service specific terms located at [www.velocloud.com/company/subscriptions/](http://www.velocloud.com/company/subscriptions/). The terms of the VeloCloud End User Subscription Agreement which include, but are not limited to, provisions regarding limitations of liability, disclaimers of warranty, reservation of intellectual property rights, and restrictions on the use and resale of the VeloCloud Services, are incorporated herein by reference. Fusion is required to ensure that Customer’s use of the VeloCloud Services abides by VeloCloud’s terms at all times and Fusion is required to report unauthorized use of the VeloCloud Services, or, if necessary, suspend Customer’s use of the Services for violations of the VeloCloud End User Subscription Agreement.

**13. Service Guarantees.** Because Fusion is dedicated to providing Services that meet or surpass industry standards, the Fusion SD-WAN Enterprise and SD-WAN Pro Services include the Service Guarantees set forth below (collectively, the “**Fusion SD-WAN Service Guarantees**”). Unless otherwise stated herein, the Fusion SD-WAN Service Guarantees *only* apply to: i) the Fusion SD-WAN Services set forth above and are not applicable to other Fusion Services including, but not limited to, any underlying Fusion Access Services; ii) new Services, upgrades or migrations purchased on or after November 1, 2021; and iii) Services with a minimum initial Service Term of at least three (3) years.

**Fusion SD-WAN Service Guarantees:**

(a) **Customer Satisfaction Guarantee** – If Customer is not satisfied with the quality of the Services, Customer may terminate the affected Service without penalty, including Early Termination Fees by providing Fusion with at least thirty (30) days’ written notice (the “**Notice Period**”). The Customer Satisfaction Guarantee is subject to the following conditions:

- i) prior to terminating the Service pursuant to the Customer Satisfaction Guarantee, Customer must open trouble tickets for legitimate Service issues and permit Fusion

the opportunity to fix any issues with the Service; and

ii) Customer is responsible for all charges accruing on the Services, including the monthly recurring charges (“**MRC**”) until the latter of the end of the Notice Period or such time as the Fusion owned CPE associated with the Services is returned to Fusion.

(b) **Rate Lock Guarantee** – The MRC for the Services will not change during the Term. The Rate Lock Guarantee is subject to the following conditions:

i) the Fusion Rate Lock Guarantee applies to all SD-WAN Enterprise and SD-WAN Pro Services purchased on or after November 1, 2021, and no minimum Service Term is required; and

ii) the Fusion Rate Lock Guarantee applies to Service MRC only and excludes applicable taxes, fees, and surcharges.

(c) **Future-Proof Technology Guarantee** – At any time during the Term for the Services, Customer may upgrade to the next generation SD-WAN Service at no additional cost. The Future-Proof Technology Guarantee is subject to the following terms:

i) upgrades made during the last one (1) year of the applicable Service Term will require a new three (3) year minimum Service Term;

ii) Customer’s ability to upgrade Services at no additional cost is limited to new SD-WAN Service and CPE types with the same Service level, capacity, speed, bandwidth, and feature set (for example, an upgrade to a new SD-WAN Service technology would qualify, while a change from SD-WAN Pro to SD-WAN

Enterprise or an increase in speed or a change to an alternative service or alternative currently-supported CPE would not qualify);

iii) no restocking fees will apply for equipment being replaced, returned in good working condition, pursuant to Future-Proof Technology Guarantee; and

iv) installation fees may apply if Professional Installation is required.

(d) **100% Uptime Guarantee** – If the Services do not have an Availability uptime of one hundred percent (100%), Customer will receive Service Credits as set forth in the Service Level Agreement attached hereto as **Appendix A**. The Uptime Guarantee is subject to the following terms:

i) the 100% Uptime Guarantee is subject to the Additional Terms and Exclusions set forth in the Service Level Agreement attached hereto as **Appendix A**.

(e) **Installation Guarantee** – If Fusion fails to install the Services by the installation date mutually agreed upon in writing by Fusion and Customer, Customer will receive a service credit of one (1) month’s MRC for the affected Service. The Installation Guarantee is subject to the following terms:

i) the Installation Guarantee applies to the installation of SD-WAN Services only and does not apply to installation delays caused by failures to install other Services including, but not limited to, any underlying Fusion Access Services.

**14. 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 SD-WAN Service Level Agreement

1. **Overview.** This Service Level Agreement, or SLA, sets forth the service level commitments for the SD-WAN 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 transporting IP packets and includes both the underlying Internet access circuits and the SD-WAN tunnel(s) to the SD-WAN gateways. In order for the Availability metric to apply for Service Credit purposes, Customer must have multiple Internet access connections of diverse technology types, with at least one connection being provided by Fusion, and the Service must have been professionally installed by Fusion, or a Fusion-contracted representative.
  
  - (b) **Mean Time to Respond** – the Mean Time to Respond measurement for the Services is defined as the time between when an issue is reported by Customer or detected by Fusion and a trouble ticket is opened, until the time a Fusion technician first begins troubleshooting the issue.
  
  - (c) **CPE Mean Time to Replace** – The CPE Mean Time to Replace measurement is defined as the time between when an issue is reported by Customer and a trouble ticket is opened, until the time the Service issue is resolved and the trouble ticket is closed.
  
3. **Service Credits.** Subject to the Additional Terms and Exclusions set forth herein, in the event that the Service fails to meet the Minimum Service Metrics for the specific SLA Category, 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>Category</u>	<u>Service Metric</u>	<u>Service Credit</u>
<b>Availability (SD-WAN with Voice, HA CPE, and UPS)</b>  The Service Credits for this Availability Category only apply to Fusion SD-WAN Services used with Fusion Voice Services, utilizing high availability (“HA”) CPE provided by Fusion with 2 landline circuits in Active-Active configuration provided by Fusion, and Customer-provided uninterruptible power supply (“UPS”).	100%	No Credit
	>100%	15% of the monthly recurring charge (“ <b>MRC</b> ”) for the affected Service

<b>Availability (SD-WAN with Voice, non-HA CPE, and UPS)</b>  The Service Credits for this Availability Category only apply to Fusion SD-WAN Services used with Fusion Voice Services, utilizing non-HA CPE provided by Fusion with 2 landline circuits in Active-Active configuration provided by Fusion, and Customer-provided UPS.	100%	No Credit
	<100% and >99.0%	10% of the monthly recurring charge (“MRC”) for the affected Service
	<99.0%	15% of the MRC for the affected Service
<b>Availability (SD-WAN without Voice)</b>  The Service Credits for this Availability Category only apply to Fusion SD-WAN Services with Customer provided UPS, used without 2 landline circuits in Active-Active configuration provided by Fusion.	99.5%-99.9%	5% of the monthly recurring charge (“MRC”) for the affected Service
	99.0%-99.49%	10% of the MRC for the affected Service
	<99.0%	15% of the MRC for the affected Service
<b>Mean Time to Respond</b>	<1 Business Hour*	No Credit
	>1 Business Hour	10% of the MRC for the affected Service
<b>CPE Mean Time to Replace</b>	Next Business Day**	No Credit
	>1 Business Day	10% Credit of the MRC for the affected Service at the impacted location

\*For the purposes of this SLA, Business Hours are Monday – Friday 8:00 a.m. to 5:00 p.m. local time.

\*\*Replacement equipment provided by Fusion will be shipped for next business day delivery for Customer self-installation so long as (i) the trouble is isolated to the Fusion provided and managed equipment, and (ii) the root cause of the failure is identified by Fusion by 2 p.m. local time Monday – Friday, excluding federal holidays.

- Additional Terms.** In order to receive Service Credits, Customer must email Fusion at [customersupport@fusionconnect.com](mailto: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 Respond, Customer will only be entitled to a Service Credit for one of the Service Metrics.

5. **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 install or repair for Services caused by connectivity issues utilizing Internet connectivity or local loop facilities;
  - (c) Customer’s delay or failure to provide sufficient IP information;
  - (d) breach of Customer’s responsibilities under the Agreement or associated documentation;
  - (e) lack of Customer site readiness for installation, maintenance or repair, including, but not limited to electrical power, as may be reasonably determined at Fusion’ sole discretion;
  - (f) Service issues due to failure of CPE not provided by Fusion or non-HA CPE provided by Fusion or failure of Customer to provide UPS;
  - (g) Service issues due to configuration changes made by Customer to Fusion or Customer-provided equipment;
  - (h) Service issues arising during a scheduled maintenance window;
  - (i) Service issues arising from Fusion’s inability to access required facilities or equipment;
  - (j) “No Trouble Found” trouble tickets; or
  - (k) trouble tickets that remain open due to delays caused by slow responses from Customer for requests for feedback.