



## Fusion Wireless Broadband Access Service Addendum

The additional terms and conditions set forth in this Wireless Broadband Access Service Addendum (the “**Wireless Broadband Access Service Addendum**”) apply to Fusion’s provision of Wireless Broadband 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 Wireless Broadband 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 Wireless Broadband 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 Wireless Broadband 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 provides Broadband Access via a variety of wireless radio technologies including 3G, 4G, 4G LTE and 5G. Wireless Broadband is an always on solution, which requires a wireless modem and/or Ethernet device. Downstream bandwidths range from 128 kilobits per second (“Kbps”) to approximately 100 megabits per second (“Mbps”), with upstream speeds from 128 Kbps to approximately 100 Mbps. The average latency for the Service can range from 100 milliseconds (“ms”) to 450 ms. Some Service plans have monthly data transfer caps, that, when exceeded, result in excess usage being billed to Customer. Other Services have usage thresholds that, when reached, can result in speeds being throttled, and/or a require a change in plan.

Fusion offers the Services with three bandwidth utilization measurement methodologies:

i) **Pooled Plan.** Fusion’s pooled plans are metered plans that include a set amount of monthly usage per individual account. The pooled plan is only available at sites that are managed by Fusion. Customer-provided VPNs are not eligible for a pooled plan. With a pooled plan Customer is able to pool usage across all locations, with overage charges only being applied when the aggregate usage of all Customer locations

exceeds the aggregate bandwidth included in the metered plan for those locations. For example, a customer with a 10MB plan that has 100 sites:  $100 \text{ Sites} \times 10\text{MB} = 1000\text{MB}$  pooled usage. In this example, usage would only be billed once the sum of Customer’s usage for all locations exceeds 1000MB. Excess usage is billed on a per MB basis as set forth in Fusion’s Fees and Surcharges Guide. Each pooled data plan pools independently. For example, 3G plans pool together, 5G plans pool together, etc.

ii) **Wireless Broadband Data Threshold Plans.** Fusion’s Wireless Broadband Data Threshold Plans provide a data only LTE wireless connection for use at fixed locations using Fusion-approved LTE enabled routers. These plans provide Customer a set amount of aggregate bi-directional monthly bandwidth per SIM card. The plans are sold as “up to” speed tiers (speed is not guaranteed) and usage thresholds. They do not incur overage charges (subject to terms and conditions and usage policies). Fusion reserves the right to terminate a flat rate plan if the Service is used in an excessive manner. Wireless Broadband Data Threshold Plans are intended for machine-to-machine business applications and critical data

such as point-of-sale, mobile terminals and business productivity applications. Prohibited applications include voice, streaming audio or video, web hosting and public or guest Wi-Fi.

- iii) **Capped Plan.** Fusion's Capped Plan is only used for temporary solutions – e.g., QuickStart. The capped plan has an overage threshold and after that is reached, Customer does not incur additional overage charges. However, if a Capped Plan has overage for 3 continuous months, they will automatically be moved to a different plan.

Use of the Service is limited to the following:

- i) **QuickStart.** This temporary solution is intended to support Customer's applications prior to the delivery by Fusion of a primary access service. The QuickStart Service must be disconnected within ninety (90) days or converted over to a Pooled or Wireless Broadband Threshold Plan and Customer shall be responsible for any overages for amounts exceeding the data transfer cap for a Pooled Plan. Customer will be charged for QuickStart services for at least the one month and, during the first month of Service, the QuickStart Service is not subject to proration even if the primary access service is installed.
- ii) **Failover.** Fusion provides the Service and configures CPE to enable the Service to be used as a failover for instances when Customer's primary access service fails. This is an on demand, fully-automated service, meaning Customer's traffic will only traverse the Service when the backup connection is required. Fusion actively monitors this Service to ensure that connectivity is available when needed. Pooled failover Service is only available at sites that are managed by Fusion.
- iii) **Primary Wireless Broadband.** Primary Wireless Broadband is used as a primary access service when terrestrial access is not available.

**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.** It is Customer's responsibility to monitor and manage usage. Proactive notification of usage amounts and current overage charges are not provided. Usage reports for Pooled Plans are posted in Fusion's customer portal, although usage will not include the most current twenty four (24) hour period.

**7. Incompatibility with Other Services.** In the event that Customer uses the Service (i) in combination with any 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 Internet access, 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 broadband 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 Quality of Service issues or Service degradation resulting from Customer's equipment.

In addition, the Service 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 ("MRC") shown in the Service Order apply to each Service installed for Customer.

The Service will be deemed installed upon installation and verification of the Service by Fusion's technician.

**9. Data Throughput.** Data throughput rates for each user device will vary based upon the total number of devices connected to the CPE and the number of devices simultaneously accessing the Service; data throughput may also be affected by atmospheric conditions in some circumstances. Further, FUSION MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL OPERATE AT ANY SPECIFIC SPEED.

To ensure equitable throughput for all wireless broadband customers, Fusion adheres to the underlying provider's policies to ensure an equitable throughput by Service plan for all wireless broadband customers. To ensure this equity, after a data usage threshold on a line has been met in a given month, data speed on that line during periods of network congestion may be throttled down for the remainder of that cycle.

(a) For ESA1 the data usage thresholds are 125GB for the 50Mbps plan, 75GB for the 12Mbps plan, 50GB for the 8Mbps plan and 25GB for the 3Mbps plan. If excessive usage outside the normal guidelines is identified, customer data may be throttled for the remainder of that billing cycle. They may also be moved to another wireless plan or alternative solution.

(b) For ESA2, available speed tiers are currently 3Mbps, 10Mbps, 25Mbps, and 50Mbps. The Data Throughput Limit Threshold can be selected for each speed tier as 50GB, 100GB, 200GB and 300GB. If the Data Throughput limit threshold is exceeded in any given billing cycle, throughput speed for additional usage for the remainder of the billing cycle will be throttled to 600 Kbps. Each speed tier also has a Data Deprioritization Threshold that is 50% of the Data Throughput Limit Threshold. After the Data Deprioritization Threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion.

**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 Service may be subject to certain export laws and regulations. Customer will not and will not permit any end user to access or use the Service 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 Service 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 as soon as commercially reasonable at Customer's expense. 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 Fusion

specified address. 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.

In the case of CPE provided in connection with a QuickStart Service, it is Customer's responsibility to return the CPE within thirty (30) business days of cancellation. If Customer fails to return the CPE within that period, Customer will be billed the then current list price for the CPE.

**13. Service Level Agreement.** The Wireless Broadband Services are provided on a best efforts basis and no Service Level Agreement applies.