



## Fusion Alarm and Safety Line Service Addendum

The additional terms and conditions set forth in this Fusion Alarm and Safety Line Service Addendum (the “**Alarm and Safety Line Service Addendum**”) apply to Fusion’s provision of Business Voice Line with Battery Back-up<sup>SM</sup> and Digital Business Line with Battery Back-up<sup>SM</sup> 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 Alarm and Safety Line 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 Alarm and Safety Line 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 Alarm and Safety Line Service 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](http://www.fusionconnect/legal/E911) (the “**911 and E911 Disclosure Notice**”).

**1. Service Description.** (a) **Business Voice Line with Battery Back-up.** The Fusion Business Voice Line with Battery Back-up Services are designed to conform to the National Fire Protection Association (“**NFPA**”) 72 standards. The Services are delivered using a variety of technologies including Coax and Ethernet Over Hybrid Fiber Coax, and include a battery back-up to help maintain line connectivity in the event of a power failure.

(b) **Digital Business Line with Battery Back-up.** The Fusion Digital Business Line with Battery Back-up Services are designed to conform to the National Fire Protection Association (“**NFPA**”) 72 standards. The Services are delivered over the Customer’s existing internet or Fusion provided internet technologies and include a battery back-up to help maintain line connectivity in the event of a power failure. The product can also be ordered with optional wireless broadband back-up.

**PLEASE SEE SECTION 12 OF THIS SERVICE ADDENDUM FOR WARRANTY AND OTHER IMPORTANT PRODUCT DISCLAIMERS**

**ASSOCIATED WITH THE BUSINESS VOICE LINE WITH BATTERY BACK-UP AND DIGITAL BUSINESS LINE WITH BATTERY BACK-UP SERVICES.**

**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 alarm and safety line 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) **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.** The Services require both a site survey and professional installation. The initial site survey includes location and tagging of lines and is required at each Customer site. Professional installation of the Services includes installation of one device up to Customer’s demarcation point only and does not include connection of the Services to any Customer-provided equipment (“**CPE**”), including but not limited to phone systems, fax machines, POS equipment, fire panels and alarm systems unless a separate site survey is ordered. A full description of the site survey and professional installation services, and the fees associated therewith, are set forth in Fusion’s Fees and Surcharges Guide. If Customer elects to have Fusion locate and tag wiring, connect the Services to CPE or to have Fusion perform additional testing of the Services using CPE (each a “**Non-Standard Installation**”) such as alarm, toning, or dial testing, Customer shall pay the fees set forth in the applicable Service Order or Statement of Work. **IN ADDITION TO ANY OTHER DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMINIFICATION OBLIGATIONS CONTAINED IN THE AGREEMENT, IN THE EVENT THAT CUSTOMER ENGAGES FUSION TO PERFORM A NON-STANDARD INSTALLATION, FUSION SHALL NOT BE LIABLE FOR THE ONGOING FUNCTIONALITY OF CPE OR ANY DAMAGE CAUSED TO THE CPE AS PART OF THE NON-STANDARD INSTALLATION. FURTHERMORE, CUSTOMER SHALL INDEMINIFY AND HOLD FUSION, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, MANAGERS AND CONTRACTORS HARMLESS FROM ANY AND**

**ALL LOSSES ARISING FROM OR IN CONNECTION WITH THE NON-STANDARD INSTALLATION.**

**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, alarm panels, 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.

**5. Use with Other Services.** The Services may not be compatible with security, emergency, and elevator 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 Internet access 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 OR EMERGENCY 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 new phone number(s) 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 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](http://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 (INCLUDING A LOSS OF POWER CAUSED BY FAILURE OF THE BATTERY BACK-UP) TO THE IP PHONE AND/OR TO EQUIPMENT NECESSARY TO MAINTAIN CUSTOMER'S INTERNET CONNECTION.**

For each line that Customer utilizes with the Services including lines utilized as part of Fusion's Business Voice Line with Battery Back-up Services, Customer must register the physical location where that line will be used with Fusion. 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 the line. If a line is moved to another location, Customer is obligated to update the location information. If Customer does not update the location, calls (including 911 or other emergency calls) made from that line 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 or other emergency services. The documentation that accompanies each Fusion provided line 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 line, 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.

Additionally, for Business Voice Line with Battery Back-up Services, Customer shall notify Fusion, in writing, at the time of execution of the applicable Service Order, that the Services are to be used to provide 911, E911, or other emergency contact capabilities to a public safety answering point or appropriate local emergency authority.

**9. 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.

**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. 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 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 or arrange for professional installation of the replacement CPE (as required). 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. Replacement of rental CPE requires professional installation. Unless the defective rental CPE is removed during installation of the replacement rental CPE, Customer must return defective rental CPE to Fusion within fifteen (15) days from the date of installation 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.

**12. Additional Warranty and Product Terms for Business Voice Line with Battery Back-up and Digital Business Line with Battery Back-up**

**Services.** The Fusion Business Voice Line with Battery Back-up and Digital Business Line with Battery Back-up Services are an alternative to traditional copper POTS lines that are designed to conform to NFPA 72 standards.

While the Services may help Customer meet certain fire and building code requirements, Customer is at all times solely responsible for complying with any local laws, regulations or codes where the Services are installed. Furthermore, Customer specifically acknowledges and agrees that:

**(i) FUSION DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE BUSINESS VOICE LINE WITH BATTERY BACK-UP AND DIGITAL BUSINESS LINE WITH BATTERY BACK-UP SERVICES WILL MEET ANY SPECIFIC FIRE, ALARM, EMERGENCY, BUILDING OR OTHER CODE, STANDARD, OR REGULATORY REQUIREMENTS (COLLECTIVELY THE “CODE REQUIREMENTS”);**

**(ii) THE BATTERY BACK-UP FOR THE SERVICES IS NOT GUARANTEED AND IF THE BATTERY BACK-UP FAILS OR IF A CONNECTIVITY FAILURE OF THE UNDERLYING SERVICE OCCURS FOR ANY REASON, THE SERVICE, INCLUDING CALLS TO 911 OR OTHER EMERGENCY SERVICES WILL NOT FUNCTION UNTIL POWER AND/OR CONNECTIVITY IS RESTORED; AND**

**(iii) CUSTOMER SHALL INDEMNIFY FUSION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS AND ANY OF ITS UNDERLYING PROVIDERS FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSE BY, OR ON BEHALF OF CUSTOMER, ANY USER OF THE SERVICES, OR ANY LEGAL OR REGULATORY AUTHORITIES, RELATING TO OR ARISING OUT OF: A) A CLAIM ALLEGING THAT THE BUSINESS VOICE LINE WITH BATTERY BACK-UP OR DIGITAL BUSINESS LINE WITH BATTERY BACK-UP SERVICES FAILED TO MEET ANY CODE REQUIREMENTS, OR B) THE ABSENCE OF 911 DIALING AND/OR THE INABILITY OF CUSTOMER OR ANY USER OF THE SERVICES TO DIAL 911 OR TO ACCESS EMERGENCY SERVICES. FURTHER,**

**CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS.**

**13. Service Guarantees.** Because Fusion is dedicated to providing Services that meet or surpass industry standards, the Fusion Digital Business Line with Battery Back-up service include the Service Guarantees set forth below (collectively, the “**Fusion Digital Business Line with Battery Back-up Service Guarantees**”). The Fusion Digital Business Line with Battery Back-up Service Guarantees *only* apply to: i) Fusion Digital Business Line with Battery Back-up Services and are not applicable to other Fusion Services including, but not limited to, the Business Voice Line with Battery Back-up Services or any underlying Fusion Access Services; ii) new Services, upgrades or migrations purchased on or after May 1, 2022; and iii) Services with a minimum Service Term of at least three (3) years.

**Fusion Digital Business Line with Battery Back-up 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’ notice (the “**Notice Period**”). The Customer Satisfaction Guarantee is subject to the following terms:

- 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 Service 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 terms:

i) 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 Fusion Digital Business Line with Battery Back-up Services at no additional cost. The Future-Proof Technology Guarantee is subject to the following terms:

- ii) upgrades made during the last one (1) year of the applicable Service Term will require a new three (3) year Service Term;
- ii) Customer’s ability to upgrade Services at no additional cost is limited to new Fusion Digital Business Line with Battery Back-up Service and CPE types with the same Service level, speed, bandwidth, and feature set;
- 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 Digital Business Line with Battery Back-up 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.** The Service Level Agreement attached hereto as **Appendix A** shall apply to the Fusion Digital Business Line with Battery Back-up Services. The Business Voice Line with Battery

Back-up Services are offered on a best-effort basis and are not covered under the Service Level Agreement.

## Appendix A

### Fusion Digital Business Line with Battery Back-up<sup>SM</sup> Service Level Agreement

1. **Overview.** This Service Level Agreement, or SLA, sets forth the minimum service metrics for the Fusion Digital Business Line with Battery Back-up 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>
100%	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>
<b>Availability</b> for Voice Services using high availability (“HA”) CPE provided by Fusion (requires SD-WAN with 2 landline circuits in Active-Active configuration).	15% of the monthly recurring charge (“MRC”) for the affected Service



<b>Availability</b> for Voice Services not using HA CPE provided by Fusion.	10% of the MRC for the affected Service
<b>Mean Time to Respond</b>	10% of the MRC for the affected Service
<b>Mean Time to Repair</b>	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 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;
- (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.