Fusion SASE Service Addendum

The additional terms and conditions set forth in this Fusion SASE Service Addendum (the "**SASE Service Addendum**") apply to Fusion's provision of managed Secure Access Service Edge and Security Service Edge services (collectively, the "**Services**" or "**SASE 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 SASE 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 SASE 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 SASE 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 SASE Services combine cloud-delivered security functions with network connectivity to secure and control Customer traffic between Customer users, sites, endpoints, applications and the Internet. The cloud-delivered security functions are referred to herein as "Security Service Edge" or "SSE" Services. Fusion offers the Services in two configurations — SSE Services on a stand-alone basis, and SSE Services combined with Fusion-managed SD-WAN or other Fusion-provided connectivity to deliver a complete SASE solution. The SSE Services may also be integrated with Customer-managed or third party SD-WAN where identified in the applicable Service Order. Only those capabilities, quantities, integrations, traffic sources and geographic coverage identified in the applicable Service Order are included in the Services purchased by Customer. A list of Service options is set forth below:

(a) Secure Internet Access and Secure Web Gateway: inspection and policy enforcement for supported Internet, web and DNS traffic routed through the Services, including URL and content category filtering, and reporting on Internet use by user or IP address.
(b) Firewall as a Service: cloud-delivered firewall policy enforcement, including the ability to define specific "allow" and "deny" rules to control traffic routed through the Services.
(c) Zero Trust Network Access and Private Access: identity-, device-, context- and policy-based access to authorized applications or networks. This capability requires supported applications, protocols, identity systems, endpoint software, connectors, gateways and routing.
(d) Cloud Access Security Broker and Data Loss Prevention: visibility into, and controls for, supported SaaS applications and data traffic, subject to the capabilities purchased and the policies configured by Customer.
(e) Threat Protection: malware, anti-virus, intrusion detection/prevention and related signature- and anomaly-based protection applied to supported traffic routed through the Services.
(f) Management, Logging and Reporting: cloud-based management, security telemetry, alerting, logging and reports available with the purchased Services.

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. Access Methods and Technical Requirements. The Services require a technical design that routes Customer traffic through the SSE platform. Traffic may be routed using endpoint software installed on supported devices, proxy or browser configuration, or tunnels, connectors or gateways established from Customer sites or cloud environments, in each case as identified in the

applicable Service Order. Customer is responsible for providing and maintaining supported Internet access, local networks, endpoints, operating systems, browsers, certificates, DNS, identity systems and applications that are not expressly provided by Fusion, and for installing, deploying and maintaining applicable endpoint software, certificates, proxy settings, browser configurations and device-management profiles. Unless otherwise stated in the Service Order, Customer's identity system is the source of truth for credentials, authentication, multi-factor authentication, group membership and user deactivation. Customer is responsible for providing any legally required notices and obtaining any consents or authorizations necessary for the routing, inspection, decryption, filtering, monitoring, logging and processing of traffic performed by the Services, and for determining whether requested access, security, routing and data-handling policies are suitable for Customer's business and legal requirements. Agentless or browser-based access applies only to supported traffic and does not inspect traffic that bypasses the configured service path.

4. Configuration Changes. The SASE Services are offered as fully managed by Fusion. Each Service includes a set number of standard configuration changes per month. Examples of these changes include adding or removing firewall or access rules, adding or removing users or groups, web filtering category changes, allow/deny list entries, and routing or policy changes within the purchased configuration. Changes that involve redesign of the Service, changes to global design, the addition or removal of Service features, migrations, custom integrations or specialized reporting are not considered standard configuration changes. Any changes that involve design work or that exceed the allotted change limit will be billed at the rates set forth in Fusion's Fees and Surcharges Guide. All changes must be submitted through the change request process by documented authorized personnel of Customer. Unlimited self-administered policy changes via the Fusion Connect Customer Portal are included in the Service.

5. Protective Action. Fusion may temporarily block traffic, restrict access, quarantine a supported endpoint, or suspend an account or connection when reasonably necessary to protect the Services, Fusion's systems, Customer's systems or other Fusion customers from an actual or reasonably suspected threat or unauthorized use. Fusion will notify Customer as soon as reasonably practicable following any such action.

6. Security Limitations. The Services apply the controls configured by or for Customer to supported traffic and telemetry only. Customer acknowledges and agrees that no security service can identify, prevent, contain or remediate every threat, attack, data-loss event, unauthorized access or vulnerability, and that the Services are not cybersecurity insurance and do not guarantee the prevention or detection of every threat, the prevention of data loss, the restoration of Customer systems, regulatory compliance, the elimination of vulnerabilities, or any particular business outcome. Accordingly, Fusion does not warrant or guarantee that the Services will prevent any security breach, cyber incident or loss of Customer data. Customer remains solely responsible for its overall security program, risk decisions, regulatory compliance obligations, backup and recovery procedures, business continuity planning and incident response. Where the Services include security monitoring, alerting or recommended actions, such operational alerts and recommendations do not determine whether a legally reportable incident has occurred, and Customer remains responsible for all legal, regulatory, contractual, insurance, employee, customer and public notifications unless expressly stated otherwise in the applicable Service Order. CUSTOMER HEREBY WAIVES ANY CLAIM AGAINST FUSION ARISING FROM OR RELATING TO ANY SECURITY BREACH, CYBER INCIDENT, UNAUTHORIZED ACCESS EVENT, DATA LOSS OR OTHER SECURITY EVENT THAT THE SERVICES FAILED TO PREVENT, DETECT OR MITIGATE. This waiver applies in addition to all other limitations of liability and disclaimers contained in the Agreement.

7. 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.

8. Activation and Installation. Provided that Customer adheres to the technical requirements of the Service, the SSE Services can be enabled remotely without the need for a site visit. Where the Services include Fusion-managed SD-WAN or other Fusion-provided CPE, that component requires on-site installation by a Fusion professional and 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 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 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.

9. User Subscriptions and Devices. The Services are ordered in user subscriptions, devices, bandwidth, or another unit of measure set forth in the applicable Service Order. Unless otherwise stated in the Service Order, Customer must purchase and maintain a minimum of fifty (50) user subscriptions for the Service Term and will be billed for at least that minimum quantity even if actual use is lower. Each licensed user may register up to three (3) supported devices; additional devices may consume additional subscriptions. A subscription is consumed when a user registers or activates a supported device or otherwise uses the Services. Users or devices in excess of the committed quantity will be billed at the rates set forth in the applicable Service Order. Customer must maintain its committed quantities for the Service Term, and reductions in quantity do not reduce Customer's committed charges during the then-current Service Term.

10. Maintenance, Changes and Software Upgrades. Fusion may, in its sole discretion without incurring any liability, change the features or discontinue the sale of the SASE Services. Fusion and its suppliers may perform scheduled or emergency maintenance and may update signatures, software, features, cloud locations and Service components. 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.

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 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.

12. 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.

13. 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 SASE 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 SASE Services. 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. Upon expiration or termination of a Service, subscriptions, service access, endpoint enrollment, policies, logs, reports and integrations may be disabled, deleted or become unavailable. Unless expressly included in the Service Order, any transition assistance requested by Customer will be provided on a time and materials basis at the rates set forth in Fusion's Fees and Surcharges Guide, subject to availability and applicable third-party restrictions.

14. 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. Availability and functionality of the Services vary by geography and by the Services purchased.

15. Additional Terms and Conditions for Third-Party Platform Services. The Services incorporate technology, software, cloud

infrastructure, licenses and support supplied by one or more third-party providers (each, a "**Platform Provider**"). Customer's use of the Services which are made available for resale by Fusion from a Platform Provider is subject to the terms and conditions of the then-current end user license, subscription, support, privacy, data processing, acceptable use and product-specific terms of the applicable Platform Provider, available at https://www.fortinet.com/corporate/about-us/legal. The terms of the applicable Platform Provider 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 Platform Provider services, are incorporated herein by reference. Fusion is required to ensure that Customer's use of the Platform Provider services abides by the Platform Provider's terms at all times and Fusion is required to report unauthorized use of such services, or, if necessary, suspend Customer's use of the Services for violations of the applicable Platform Provider agreement. A Platform Provider may modify features, service locations, documentation, licensing or support, and Fusion may implement corresponding changes to the Services.

16. 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 SASE Service Level Agreement

1. **Overview.** This Service Level Agreement, or SLA, sets forth the service level commitments for the SASE 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 category and its measurement for the Services. Availability is the only SLA category under this SLA, and no other performance, response, repair or change-time commitment is made with respect to the Services unless expressly set forth in the applicable Service Order.

   (a) **Availability** – the Availability measurement for the Services is defined as the percentage of time during a calendar month that the SSE platform is available to accept Customer's traffic routed through the configured service path, apply the security policies configured for Customer, and transmit the processed traffic to the Internet, excluding any time attributable to the Exclusions. Availability does not include Fusion cloud management, reporting, portal, logging, analytics or administrative functions.

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.

SASE Services*

Category	Minimum Service Metric	Service Credit
Availability	99.999% or greater	No Credit
	Less than 99.999% but at least 99.9%	5% of the monthly recurring charge ("MRC") for the affected Service
	Less than 99.9% but at least 99%	7% of the MRC for the affected Service
	Less than 99%	9% of the MRC for the affected Service

*The SLA associated with the SASE Services applies to the SSE platform only. Where the Services include Fusion-managed SD-WAN or other Fusion-provided access, the service levels applicable to those Services are set forth in the applicable Service Addendum.

4. **Additional Terms.** In order to receive Service Credits, Customer must (i) open a trouble ticket within twenty-four (24) hours after the applicable Service issue, and (ii) email Fusion at **customersupport@fusionconnect.com** within five (5) business days after opening the trouble ticket and provide the following information: Customer name, account number,

location affected, Service affected, trouble ticket number, the date and time of the Service issue, and a detailed description of the credit request. Upon validation of the request, a Service Credit will be applied to Customer's account. Service Credits are calculated based on the Availability achieved for the affected Service during the applicable calendar month, are not cumulative, and in no event will the Service Credits issued in any given month exceed the MRC associated with the affected Service(s). Service Credits are not available (a) for any partial calendar month of Service, including the month in which the Service is first installed; (b) for any month in which Customer has past due amounts owed to Fusion; or (c) for Services provided free of charge or for trial, evaluation or proof-of-concept purposes.

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 provided by third parties;
   (c) Customer's delay or failure to provide sufficient IP information, identity information or required credentials;
   (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's sole discretion;
   (f) Service issues due to failure of Customer-provided equipment, endpoints, operating systems, browsers, certificates, DNS or identity systems;
   (g) Service issues due to configuration changes made by Customer to Fusion or Customer-provided equipment, or to policies administered by Customer through the Fusion Connect Customer Portal;
   (h) Service issues arising during scheduled or emergency maintenance, including maintenance performed by the provider of the underlying SSE platform;
   (i) Service issues arising from Fusion's inability to access required facilities or equipment;
   (j) traffic that is not routed through the configured service path, including traffic that bypasses agentless or browser-based access;
   (k) Customer's failure to deploy or maintain the redundancy, minimum point-of-presence, tunnel or other configuration, or to follow the design guidelines, required by the provider of the underlying SSE platform;
   (l) non-standard configurations implemented at Customer's request, or Customer's failure to implement workarounds, configuration changes or software updates recommended by Fusion or the platform provider;
   (m) Customer's use of the Services in excess of the licensed users, sites, bandwidth or data transfer entitlement, including any resulting usage limits or throttling;
   (n) suspension of the Services in accordance with the Agreement, including suspension for security reasons or for violation of applicable use policies;
   (o) the unavailability of third-party DNS, identity or other services not provided by Fusion;

(p) “No Trouble Found” trouble tickets; or
(q) trouble tickets that remain open due to delays caused by slow responses from Customer for requests for feedback.