



Fusion Microsoft Cloud Services Addendum

The additional terms and conditions set forth in this Fusion Microsoft Cloud Services Addendum (the “**Microsoft Cloud Services Addendum**”) apply to Fusion’s Microsoft Cloud Services (the “Services” or “Microsoft Cloud 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 Form (“SOF”) signed by Customer with Fusion for the purchase of the Services. This Microsoft Cloud Services 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 Microsoft Cloud Services 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 Microsoft Cloud Services 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 Microsoft Cloud Services provide Customer with access to the suite of Microsoft Cloud Services. The Microsoft cloud platform, backed by the technical support and expertise of Fusion, allows Customer to enable employees to work from anywhere online or offline, complete complex projects and collaborate at optimal levels. A description of each Microsoft Cloud Service offered by Fusion is set forth below:

(a) **Microsoft Office 365.** Microsoft Office 365 includes all the latest versions of the well-known Office desktop applications such as Word, PowerPoint, Excel, Outlook, OneNote, Access, and Teams to support PCs, Macs and mobile devices. In addition to the desktop applications, integration of the Business and Enterprise Productivity enables use of cloud-based email, shared calendars, instant messaging and web conferencing, collaboration tools, and file backup and sharing.

(b) **Microsoft 365.** Microsoft 365 is an integrated solution bringing together the productivity of Office 365 with advanced security and device management capabilities to help safeguard Customer’s business. Additionally, Microsoft Windows 11 Operating System is included with the purchase of the Microsoft 365 Service.

Microsoft Teams™ is included as part of many of the Microsoft Office 365 and Microsoft 365 Service packages to provide Customer with Unified Communication Services. Microsoft Teams

supports collaboration, document storage, telephony, instant messaging and audio/video conferencing capabilities on most devices.

(c) **Microsoft Dynamics.** Microsoft Dynamics offers a range of business applications such as customer relationship management (CRM), enterprise resource planning (ERP), customer service, supply chain management, and more. The Service is a multi-language ERP software that can be used globally and is designed for mid-size and larger organizations but is available for organizations of all sizes.

(d) **Microsoft for Business.** Microsoft for Business is a subscription-based service that lets Customer run its organization in the cloud while Microsoft takes care of the IT. The Service is available in a variety of subscription choices allowing Customer to choose the best solution for Customer’s business needs, from administration tools such as Word and Excel through to collaboration tools such as Teams and OneDrive. The Service is suitable for companies with up to 300 users.

In addition to the Services set forth above, standalone licensing of Microsoft Cloud Services may also be available in some cases. Available license types, user maximums and additional included elements of Fusion’s Microsoft Cloud Services are attached hereto as Appendix A.

2. Use of the Service. Customer agrees not to use the Service 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. Subscription Management and Tenant Migration. (a) **Subscription Management.** Fusion provides Customer Administrator access to self-administer subscription activities for Microsoft Cloud Services, with changes automatically taking effect upon completion. Alternatively, Customer may Contact Fusion for assistance with subscription activities.

(b) **Microsoft Tenant Migrations.** When moving from one Microsoft tenant (the “**Source Tenant**”) to a new tenant (the “**Destination Tenant**”), a process often referred to as a “**Tenant Migration**”, it is necessary to duplicate all elements from the Source Tenant including users, data, and licenses. Throughout this process, licenses are assigned to users in both Tenants, leading to dual charges until the term for the licenses in the Source Tenant concludes. To avoid unnecessary costs, Fusion advises that Customer shift any applicable Microsoft licenses from yearly to monthly terms before initiating a Tenant Migration. Failure to align license terms properly will result in Customer paying for two sets of licenses for the remainder of the applicable license term. While Fusion representatives are available to answer questions and to help coordinate Tenant Migrations, the reduction and alignment of terms for Microsoft licenses is Customer’s sole responsibility. In addition, Fusion may require that Customer execute a new Service Order when reducing license terms.

4. Incompatibility with Other Services. In the event that Customer uses the Services (i) 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, 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 software and/or

systems used in connection with the Services unless otherwise noted in the Customer’s Statement of Work (“SOW”); and

(b) Fusion will not be liable or responsible for quality-of-Service issues or Service degradation resulting from Customer’s use of 3rd party software and/or services.

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. 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. Fusion support is available 24x7x365 to help Customer resolve Service-related issues, and during regular business hours to address administrative issues.

6. Term. The Service Term for Microsoft Cloud Services is aligned with the term set forth in the Microsoft Portal for the Services and will be as set forth on the applicable Service Order or one (1) year, whichever is greater.

Following the Initial Term and each Renewal Service Term the Services shall automatically renew for successive periods of the same length as the Initial Term unless either Party provides written notice of non-renewal at least forty-five (45) days prior to the end of the then-current Term. 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.

7. Service Activation and Billing. The Service Activation Date, the Billing Start Date, and the Initial Service Term for the Services will commence when the licenses are procured by Fusion and made available in Customer’s tenant for end-user provisioning. Customer will be charged for all licenses ordered for the Term as set forth on the applicable Service Order regardless of whether

the licenses are ultimately assigned to an end-user. Early Termination Fees for Microsoft Cloud Services are as set forth in the MSA or the Fusion Basic Terms and Conditions, as applicable.

8. Support. Fusion provides professional services support for customers to address issues that may arise during installation of Microsoft Cloud Services. If required, a SOW must be executed to outline required professional services to support installation. Additional hours of Professional Services beyond those included in the executed SOW are available for purchase and will be set forth the SOW.

9. 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.

10. Additional Terms and Conditions for Microsoft Services. Customer's use of the Microsoft Cloud Services which are made available for resale by Fusion from Microsoft Corporation ("**Microsoft**") are subject to the terms and conditions of the then-current Microsoft customer agreement ("Microsoft Customer Agreement") available online at www.fusionconnect.com/legal. The terms of the Microsoft Customer 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 Microsoft Cloud Services, are incorporated herein by reference. Fusion is required to ensure that Customer's use of the Microsoft Cloud Services conform to Microsoft's terms at all times and Fusion is required to report unauthorized use of the Microsoft Cloud Services, or, if necessary, suspend Customer's use of the Services for violations of the Microsoft Customer Agreement.

Appendix A – Microsoft Cloud Service User Limits and Feature Guide

User Restrictions	Less than 300 Users			Unlimited Number of Users						
Plan	Office 365 Business	Office 365 Business Premium	Office 365 Business Essentials	Office 365 ProPlus	Office 365 Enterprise E1	Office 365 Enterprise E3	Office 365 Enterprise E5	Microsoft 365 Enterprise F1	Microsoft 365 Enterprise ME3	Microsoft 365 Enterprise ME5
Office applications included										
Outlook	x	x		x		x	x		x	x
Word	x	x		x		x	x		x	x
Excel	x	x		x		x	x		x	x
PowerPoint	x	x		x		x	x		x	x
OneNote	x	x		x		x	x		x	x
Access (PC only)	x	x		x		x	x		x	x
Publisher (PC only)				x		x	x		x	x
Services included										
Exchange		x	x			x	x		x	x
OneDrive	x	x	x		x	x	x		x	x
SharePoint		x	x		x	x	x		x	x
Microsoft Teams		x	x		x	x	x		x	x
Yammer					x	x	x	x	x	x
Power BI Pro							x			x
Stream					x		x	x		x
Operating System Include										
Includes Windows 10 Operating System								x	x	x
Supported Features										
Email hosting with x GB mailbox and custom email domain address		50GB	50GB		50GB	100GB	100GB	50GB	100GB	100GB
Exchange Online Advanced Threat Protection							x			x
Office 365 Cloud App Security							x			x
Desktop versions of Office applications: Outlook, Word, Excel, PowerPoint, OneNote (plus Access and Publisher for PC only)	x	x		x		x	x		x	x
Web versions of Word, Excel, and PowerPoint	x	x	x	x	x	x	x	x	x	x
One license covers fully-installed Office apps on 5 phones, 5 tablets, and 5 PCs or Macs per user Tooltip with information about operating system requirements	x	x	5 phones & 5 tablets only	x		x	x		x	x
File storage and sharing with OneDrive storage	1GB	1GB	1GB	1GB	1GB	Unlimited	Unlimited	1GB	Unlimited	Unlimited
Company-wide intranet and team sites with SharePoint	x	x	x			x	x		x	x
Online meetings and video conferencing for up to 250 people Tooltip about Skype for Business compatibility	x	x	x		x	x	x	x	x	x
Unlimited Video Conferencing with up to 250 people					x	x	x	x	x	x
Skype Meeting Broadcast for up to 10,000 people					x	x	x	x	x	x
Hub for teamwork to connect your teams with Microsoft Teams	x	x	x		x	x	x	x	x	x
Manage tasks and teamwork with Microsoft Planner	x	x	x		x	x	x	x	x	x
Maximum number of users	300	300	300	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
24/7 phone and web support	x	x	x	x	x	x	x	x	x	x