



Fusion Network Monitoring Service Addendum

The additional terms and conditions set forth in this Network Monitoring Service Addendum (the “**Network Monitoring Service Addendum**”) apply to Fusion’s provision of Network Monitoring services, including Network Monitoring - Visibility and Network Monitoring - Performance, as applicable (collectively, the “**Services**” or “**Network Monitoring 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 Network Monitoring 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 Fusion Network Monitoring 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 Network Monitoring 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 Network Monitoring Services provide customers with enhanced visibility into the performance, availability, and health of their network infrastructure, connectivity services, and supported devices. Through a combination of automated monitoring, alerting, reporting, and analytics capabilities, the Services help customers identify, investigate, and respond to network conditions that may impact business operations. Fusion offers Network Monitoring Services in two service options: Network Monitoring - Visibility and Network Monitoring - Performance.

(a) **Network Monitoring – Visibility.** Fusion’s Network Monitoring – Visibility Service replaces the former Proactive Monitoring Service and monitors the up/down availability of Customer access connectivity and other applicable Fusion managed services. This Service entails Fusion regularly polling Customer’s access connections. When polls to the Customer router are not answered, Fusion will reduce the polling interval for the IP/device that is not responding until such time as the device responds to the poll. Upon 10 consecutive polls failing to be answered, Fusion automatically creates a trouble ticket, commences working the ticket and electronically notifies Customer. All tickets and status updates are viewable via Fusion’s customer portal. Alternatively, Fusion will open a trouble ticket if Customer or an end-user of Customer contacts Fusion’s network operations center (“NOC”) and informs Fusion of a service-related issue. Customer

can also open a trouble ticket directly in Fusion’s customer portal. Statistics as to the performance of Network Monitoring - Visibility are compiled in reports available via Fusion’s customer portal for monthly Availability calculations as set forth in the applicable Service Level Agreement.

(b) **Network Monitoring – Performance.** The Network Monitoring – Performance Service is a customer-only monitoring solution that provides additional layers of monitoring visibility for services and devices that Customer configures in the monitoring platform. Network Monitoring - Performance is not monitored by Fusion Connect’s NOC and does not include Fusion Connect-managed ticket creation, troubleshooting, repair, escalation, or remediation unless expressly stated in the applicable Service Order or a separate written agreement. Customer is solely responsible for configuring monitored services, devices, thresholds, alert recipients, notification rules, and any resulting investigation or response activities.

Network Monitoring - Performance may provide best-effort visibility into metrics such as latency, jitter, packet loss, data upload/download utilization, and device or SNMP up/down status, depending on the monitored equipment, available data, customer configuration, network conditions, supported protocols, and access permissions. Customer acknowledges that data presented through Network Monitoring - Performance is informational only, may be incomplete, delayed, inaccurate, unavailable, or affected by third-party networks,

customer equipment, firewall rules, SNMP configuration, internet conditions, or other factors outside Fusion's control.

Customer acknowledges and agrees that Network Monitoring - Performance provides best-effort monitoring data for Customer-configured services, endpoints, devices, and metrics only. Fusion does not warrant or guarantee the availability, accuracy, completeness, timeliness, continuity, or suitability of any data, alerts, reports, dashboards, measurements, or notifications provided by or through the monitoring platform. Fusion shall have no legal, fiscal, financial, operational, or other responsibility or liability for Customer's reliance on such data, for Customer's configuration or failure to configure the platform, for alerts or notifications that are not generated, received, reviewed, or acted upon, or for any business, network, service, equipment, application, revenue, or customer-impacting condition identified or not identified by the platform.

2. Technical Requirements. The Services require a technical design that allows for Fusion or the applicable monitoring platform to access Customer's IP addresses and/or Simple Network Management Protocol ("SNMP") data from devices at Customer's locations. Presence of third party virtual private networks ("VPNs"), firewalls, access control lists, dynamic addressing, unsupported devices, or customer security configurations at a site may impact the ability of the Services to function properly. Customer is responsible for enabling and maintaining the protocols, credentials, addressing, firewall rules, and device configurations required for the selected Service. Fusion can utilize any of the following means to detect or present monitored conditions:

- i. **Internet Control Message Protocol ("ICMP") pings:** This method requires that Customer allow ICMP communication on monitored devices or public endpoints and is used for up/down availability visibility;
- ii. **SNMP polling:** This method requires that Customer allow SNMP communication on monitored devices, provide required credentials, and maintain read-only access as

applicable for device and performance data; and

- iii. **Application Program Interface ("API") monitoring:** Fusion or the applicable monitoring platform may integrate with underlying cloud or network platform(s) to pull available telemetry data directly from such platforms where supported.

3. Incompatibility with Other Services. In the event that Customer uses the Services (i) in combination with any equipment or 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 Services, 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 Services may not be compatible with existing network security configurations and may require changes by Customer to enable the Service to function properly.

4. Activation and Installation. Provided that Customer adheres to the technical requirements of the Service, the Service can be enabled remotely without the need for a site visit.

5. 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.

6. 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.

7. Service Level Agreement. The Services are provided on a best efforts basis and no Service Level Agreement applies.