



## Fusion Contact Center Services Addendum

The additional terms and conditions set forth in this Fusion Contact Center Services Addendum (the “**Contact Center Services Addendum**”) apply to Fusion’s provision of contact center services (the “**Services**” or “**Contact Center As A Service 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 Contact Center 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 Contact Center Services Addendum, “**Fusion**” means the subsidiary of Fusion Connect, Inc., a Delaware corporation, that provides the Services in the applicable state to Customer. Capitalized terms used in this Contact Center 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 Contact Center Services provide an end-to-end cloud contact center solution on a cloud-based platform that customers can use to cost-effectively operate a highly-reliable feature rich contact center from anywhere.

**2. Use of the Service.** Customer agrees not to use the Services for malicious purposes. Customer and its end-users are the only parties authorized to access the Services. Customer is responsible for any unauthorized use of the Services.

**3. Activation and Installation.** The Services require remote professional installation by Fusion or Fusion’s underlying service provider. Service installation will be provided pursuant to a separate statement of work (“**SOW**”). Remote professional installation is also required when purchasing Service add-ons but may not be necessary for expansion of existing Services. For example, if Customer is adding new agents, professional services are not required, but, if Customer is adding new features such as Omnichannel, then professional services would be required. Customer shall pay for the setup fee and professional installation of the Services on a time and material basis as set forth in the Fusion Fees and Surcharges Guide unless otherwise stated in the applicable SOW. During the scoping process, the parties will agree upon an “**Activation Date**” for the Services. On the Activation Date, Customer’s account will be created, licenses will be activated, and monthly billing will commence. Following the Activation Date,

additional professional services, training, and Service configuration may be required before Customer or end-users are able to fully utilize the Services.

**4. Customer Responsibilities.** Customer shall cooperate with Fusion and Fusion’s underlying providers, including providing complete and accurate information, throughout the scoping and installation process, and Customer understands that incorrect or incomplete information may cause Customer to incur additional costs and fees. If applicable, prior to activation of the Services, Customer will be responsible for obtaining local permits, landlord consents, waivers, zoning exceptions and other permissions as required by local law.

**5. Technical and Administrative Support.** Support for the Service is provided at the 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. If additional support is required, Fusion will open a ticket with our underlying service providers for additional support.

**6. Training** The training needed to fully utilize the Services is dependent on Customer’s specific Contact Center Service configuration and will be detailed in the applicable SOW for the Services. During

the professional services engagement, the Customer will be allotted a defined number of hours based on the upfront sales process and the goals of the Customer. Once the professional service engagement begins, Customer will complete discovery calls with Fusion or its underlying providers in order to gather information on Customer's preferred Service configuration. Thereafter, Customer will be trained on how to use the Service as well as how to make future changes.

**7. Incompatibility with Other Services.** 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 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, or 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 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 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 one or more of the Services to function properly.

**8. Term.** Each Service is subject to a minimum Service Term starting from the Service Activation Date. 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 Contact Center 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 Contact Center 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.

**9. License Usage.** The number of licenses for the Services ordered in the initial Service Order or Statement of Work for each license type will be the minimum license quantity ("**Minimum License Quantity**") for the license type for the duration of the Term. The Minimum License Quantity includes not only the core licenses for the Services, but also any add-on licenses selected by Customer (e.g., Omnichannel, Workforce Management, Quality Management, etc.). Customer may increase the quantity of licenses at any time, which will be prorated for the billing cycle in which such licenses are ordered. Any increase in license quantity will automatically adjust the Minimum License Quantity upward to reflect the new total, and the Customer may not reduce the number of licenses below this revised Minimum License Quantity during the Term. Customer may only decrease the Minimum License Quantity by giving at least forty-five (45) days' written notice to Fusion before the end of the then-current Term in which case the revised Minimum License Quantity will apply to the subsequent renewal Service Term.

**10. SMS & MMS Usage and Disclaimers.**

Fusion's CCaaS Professional Tier 2 and 3 Service; and CCaaS Enterprise Tier 1 (Essentials – add-on), Tier 2 (Elevate) & Tier 3 (Elite) Service packages allow Customer the option to enable Omni Channel features, which include short messaging services ("**SMS**") and multimedia messaging services ("**MMS**"). All Contact Center SMS/MMS traffic is considered a regulated application-to-person ("**A2P**") Service and a Customer utilizing the Services for brand advertising and consumer campaigns ("**brand and campaign**") must be registered with The Campaign Registry. The ability to establish a brand and campaign is available directly within the CCaaS Professional application. For CCaaS Enterprise Services, Fusion will provide the Customer with required forms to complete and handle the submission and approval process on behalf of the Customer as part

of the Service. If a brand and campaign are not properly registered by Customer, traffic will be blocked, and any liabilities or fines will be Customer's responsibility.

**SMS AND MMS SERVICES ARE PARTICULARLY SUSCEPTIBLE TO PHISHING AND OTHER MALICIOUS TYPES OF ATTACKS. FUSION DOES NOT GUARANTEE AND SPECIFICALLY DISCLAIMS THAT COMMUNICATIONS SENT VIA THE SMS AND MMS SERVICES ARE SECURE OR THAT SUCH COMMUNICATIONS WILL BE CONFIDENTIAL. CUSTOMER IS SOLELY RESPONSIBLE FOR THE CONTENT OF THE MESSAGES SENT OR RECEIVED USING THE SMS AND MMS SERVICES AND FOR THE SAFETY AND SECURITY OF CUSTOMER'S NETWORK. AS SUCH, FUSION WILL NOT BE LIABLE TO CUSTOMER FOR SECURITY BREACHES**

**CAUSED BY THE USE OF THE SMS AND MMS SERVICES.**

**11. 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 (e.g., Cuba, Iran, North Korea, Sudan, Syria, etc.) 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.

**12. Service Level Agreement.**

Except as otherwise provided herein, the Service Level Agreement appearing in **Appendix A** hereto shall apply to the Contact Center Services.

## Appendix A

### Fusion Contact Center Service Level Agreement

1. **Overview.** This Service Level Agreement, or SLA, sets forth the service level commitments for the Contact Center 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 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.
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.

<u>Category</u>	<u>Service Metric</u>	<u>Service Credit</u>
<b>Availability</b>	>99.95%	No Credit
	<99.95% and >99.70%	5% of the monthly recurring charge (“MRC”) for the affected Service
	< 99.70%	10% of the MRC for the affected Service

4. **Additional Terms.** In order to receive Service Credits, Customer must email Fusion at **customersupport@fusionconnect.com** no later than five (5) days after the end of the month for which the Service Credit is requested 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 15% of the MRC associated with the affected Service(s).
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 resulting from connectivity issues;
  - (c) Service disruption for Services utilizing Internet connectivity or local loop facilities provided by third parties;
  - (d) Customer’s delay or failure to provide sufficient information;
  - (e) breach of Customer’s responsibilities under the Agreement;
  - (f) lack of Customer site readiness for installation, maintenance or repair, as may be reasonably determined at Fusion’s sole discretion;

- (g) delays cause by the LEC (local exchange carrier) or other third party carriers;
- (h) Service issues due to failure of Customer-provided equipment;
- (i) Service issues due to configuration changes made by Customer to Fusion or Customer-provided equipment;
- (j) Service issues arising during a scheduled maintenance window;
- (k) Service issues arising from Fusion's inability to access required facilities or equipment;
- (l) "No Trouble Found" trouble tickets; or
- (m) trouble tickets that remain open due to delays caused by slow responses from Customer for requests for feedback.