



## Fusion MPLS Services Addendum

The additional terms and conditions set forth in this Fusion MPLS Services Addendum (the “**MPLS Service Addendum**”) apply to Fusion’s provision of MPLS services (the “**Services**” or “**MPLS 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 MPLS 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 MPLS 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 MPLS 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 MPLS Service is a high-performance packet-forwarding technology that integrates the privacy, performance and traffic-management capabilities of data link layer (“Layer-2”) switching with the scalability, flexibility, and inherent redundancy of network layer (“Layer-3”) routing. The Service appends labels to the original data packets and MPLS routers within the Fusion MPLS network switch the packets based on these labels via Label Switched Paths (“LSPs”). This approach expedites packet delivery and enables Fusion to have greater control over the traffic flows and performance of its network. The Service maintains a discrete routing table(s) for each MPLS Private Network, known as a VPN Routing and Forwarding (“VRF”) instance. The Fusion Provider Edge (“PE”) router interfaces that connect the Customer’s sites are marked as belonging to a particular VRF. All traffic on that interface, both incoming and outgoing, is treated as part of the VRF. The VRF includes routing and forwarding tables and rules that define the VRF membership and thereby keep the traffic on the VRF separate and private from other traffic on the network. The default setup for the MPLS Service is a fully-meshed design that enables all sites to communicate directly with each other. Customers that require restrictions on the fully-meshed nature of the design must make such a request at the time of the initial technical consultation, and an additional set-up charge may apply. Fusion’s MPLS Service provides Quality of Service (“QoS”) to provide bidirectional

prioritization of traffic. Bi-directional QoS is the combination of prioritization and queuing on the CPE and PE routers that establishes two-way QoS from any on-net site to any other on-net site that has the MPLS Service with QoS. Fusion extends service classes to the Customer’s sites using QoS-capable CPE to mark, queue, and prioritize traffic leaving the site en-route to the Fusion MPLS network. This ensures consistent circuit performance for important applications. The PE routers also prioritize and queue these traffic flows across the MPLS network and in the return direction from the Fusion MPLS Network to the Customer’s sites. Note that any traffic destined for the Internet cannot be prioritized once it has left the Fusion network because Fusion has no control over Internet routers. However, critical applications that access the Internet can still benefit from the prioritization within the Fusion network en-route to the Internet egress point. QoS is implemented throughout the Fusion MPLS network by utilizing Classes of Service to allow consistent prioritization of (a) real-time (b) critical and (c) low priority traffic flows. An example of real-time traffic is Voice over IP, whereas critical traffic may include financial transactions and ERP applications, and low-priority traffic might include Internet web browsing and email. These classifications enable voice and critical applications to function on the same network even under times of link congestion. There are four standard service classes Fusion uses to classify traffic from the Customer’s applications:

- i) **Mission Critical** – This is used for jitter and latency sensitive real-time traffic, such as Voice over IP (VoIP) only. All Fusion Voice traffic uses this class and has absolute priority over all other classes.
- ii) **Business Critical** – This is for critical data applications. It is ideal for service that requires guarantees for packet flows, but is not sensitive to jitter, such as voice and video conferencing. It is ideal for Credit Card transactions, financial data or any traffic deemed vital to the business.
- iii) **Business Standard** – This is for traffic critical to the business, such as email applications.
- iv) **General Data (Default)** – This class includes any traffic not identified as a priority or marked as traffic specific to another class by the Customer such as file transfers, notes replications, Internet browsing, or Simple Mail Transfer Protocol (SMTP) traffic to the Internet. Reasonable commercial efforts are applied to ensure timely transmission.

Fusion provides a standard, pre-defined QoS profile which can be described during the discovery and implementation stages. Profiles are uniformly applied to customer internet access Services at all sites according to the Service speed. Voice traffic will be prioritized over other classes up to the allocated amount of bandwidth for that class (i.e. in-profile). Voice traffic that exceeds that amount (i.e. out-of-profile), will be dropped. If the Voice traffic does not consume the bandwidth allocated to its class, the unused bandwidth can be used for excessive (i.e. out-of-profile) traffic from other classes.

**2. Available Bandwidth.** For QoS on Fusion’s MPLS Service, the available bandwidth is determined based on the type of access circuit.

**Dedicated Access** – It is assumed that 10% of the circuit bandwidth may be used as overhead capacity. Available Bandwidth = 90% of Circuit Bandwidth.

**3. Requirements.** The MPLS Service with QoS requires use of a QoS-capable CPE that is sourced and managed by Fusion. Specific CPE

requirements will be provided during the initial technical consultation.

All QoS policies are static and maintained by Fusion. All policy change requests are subject to review and will be considered billable events with a charge applied per site per the applicable Service Order or Fusion’s Fees and Surcharges Guide.

Certain other Fusion Services can be integrated with Fusion’s MPLS Service, including Fusion’s Managed Security Service, Managed Wi-Fi Service and Managed IP Telephony Services. However, Customer must specify which of these Services are to be integrated at the time of the initial technical consultation so that they can be included in the proposed MPLS architecture. Subsequent requests for these Services may require different CPE or reconfiguration of certain CPE or network routers to accommodate a redesign of the Customer’s VPN architecture; Fusion may perform such changes for Customer, subject to the technical limitation of the MPLS Service, after completion of a Statement Of Work (“SOW”) and for a Time and Materials fee based on the Professional Services rate specified in the Fusion’s Fees and Surcharges Guide.

Non-Fusion provided VPN, firewall, and/or other networking hardware or software can completely change the implementation of the MPLS Service and in some cases make implementation of the Service impossible. It is the Customer’s responsibility to inform Fusion of any existing VPN, firewall, or networking solutions already implemented at Customer’s locations and to confirm technical and operational feasibility with Fusion prior to implementing these types of solutions in the future.

Customer acknowledges that it is ultimately responsible for how the MPLS Service is used, and that Fusion assumes no liability for the security of the Customer’s VPN or for data transmitted through it. Further, Customer acknowledges that use of the MPLS Service may impact the speeds and quality of service End-Users receive through its broadband circuits.

The Managed Site-to-Site VPN with QoS requires use of a QoS-capable CPE that is sourced and managed by Fusion. Specific CPE requirements will be provided during the initial technical consultation.

**4. Use of the Service.** Customer agrees not to use the Services for malicious purposes, including uses that might involve viruses, worms, Trojans, or any other such purpose. Customer and its end-users are the only parties authorized to access the Service. Customer is responsible for any unauthorized use of the Service.

**5. Privacy and Security.** Customer acknowledges that certain communications and information transmitted over the Internet may not be secure. Fusion does not guarantee the confidentiality or privacy of communications transmitted over the Service. Customer is solely responsible for implementing, maintaining, and monitoring network security with regards to information transmitted over the Service and on Customer's site. Fusion may, but is not obligated to, control access to privileged modes of operation on Fusion's network. Attempts by Customer to bypass or otherwise impede security on Fusion's network, or gain unauthorized access to any Fusion facility, will constitute a material breach of the Agreement and may result in immediate termination of the Service, in which case Customer will be liable for all applicable Early Termination Fees as well as any other applicable damages. Customer agrees to inform Fusion of any apparent breaches of security.

**6. Responsibility for Content.** Fusion specifically disclaims all liability and Customer shall be solely responsible for all content transmitted through the Service.

**7. IP Address Ownership.** All IP addresses assigned to Customer are and shall remain the property of Fusion. IP blocks are for Customer use only; Fusion does not guarantee routing of any IP addresses.

**8. Customer-Provided Facilities.** Each MPLS Service requires specific facilities at the Customer premises similar to what is outlined in the Fusion Internet Access Services Exhibit available at

[https://www.fusionconnect.com/sites/fusionconnect/assets/File/pdfs/legal/Fusion\\_Internet\\_Access\\_Services\\_Service\\_Addendum.pdf](https://www.fusionconnect.com/sites/fusionconnect/assets/File/pdfs/legal/Fusion_Internet_Access_Services_Service_Addendum.pdf).

**9. Incompatibility with Other Services.** In the event that Customer uses the Service (i) in combination with any equipment or service not provided by Fusion, (ii) with any other software and/or service not provided by Fusion which may be installed to integrate with the Service, 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 Service; and

(b) Fusion will not be liable or responsible for QoS issues or Service degradation resulting from Customer's equipment and the SLA set forth herein shall not apply.

In addition, the Service may not be compatible with existing network security configurations and may require changes by Customer to enable the Service to function properly.

**10. Activation and Installation.** 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 Service will be deemed installed upon installation and verification of the Service by Fusion's technician.

If Customer elects to have Fusion perform a Professional Installation or if a Professional Installation is required for the Service ordered, then Customer shall pay the Professional Installation fees set forth in Fusion's Fees and Surcharges Guide.

Inside wiring is not included with the Service. If the field technician deems the job to be beyond the standard installation, the extensive wiring charges set forth in Fusion's Fees and Surcharges Guide will

apply. In this situation, Fusion will proceed with any necessary extensive wiring up to the pre-approved amount listed in Fusion's Fees and Surcharges Guide. For any extensive wiring or demarc extension work that will cost more than the pre-approved amount, Fusion will contact the Customer for approval prior to performing the work. Extensive wiring may include, but is not limited to, conduit installation, installation that requires drilling, renting of special equipment, time, materials, and travel. Customer shall cooperate with Fusion throughout the installation process, including providing complete and accurate information for a service order which contains the required detailed demarcation information and contact information of on-site personnel.

**11. Data Throughput.** Fusion's network infrastructure is packet-based, taking advantage of statistical multiplexing. Data throughput in any particular use is also constrained by the power of the machine at the other end of the transmission, that machine's instantaneous and average loading with other users, and the infrastructure connecting that machine to its data transmission path.

**12. 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. All support transactions for International Access Services are conducted in English.

**13. 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.

**14. Purchased CPE Warranty.** 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 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 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 list price for the replacement CPE.

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

## Appendix A

### MPLS Services – Service Level Agreements

1. **Overview.** This Service Level Agreement, or SLA, sets forth the service level commitments for Fusion’s MPLS Service which are dependent on the underlying last mile access technology. 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 passing IP packets. The Availability Minimum Service Metrics may differ depending on whether Customer has purchased SD-WAN supported Failover or Wireless Broadband Failover Services.
  
  - (b) **Mean Time to Respond** – the Mean Time to Respond measurement for the 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 Customer and a trouble ticket is opened by Fusion, to the date and time the Service issue is resolved and the trouble ticket is closed.
  
3. **Minimum Service Metrics.** The tables below set forth the Minimum Service Metrics by category for the Services:

#### Availability

<b>Service</b>	<b><u>Availability (with Failover)</u></b>	<b><u>Availability (without Failover)</u></b>
<b>Ethernet over Fiber T1 T1 and NxT1 DS3 Optical SONET (OCx)</b>	100.00%	99.99%
<b>Ethernet over Copper Asymmetric Ethernet IDSL and SDSL</b>	99.99%	99.90%
<b>Dedicated ADSL</b>	99.99%	99.50%
<b>Business Cable Broadband Business Fiber</b>	99.99%	Best Efforts

#### Mean Time to Respond

<u>Service</u>	<u>Mean Time to Respond</u>
<b>Ethernet over Fiber</b> <b>Ethernet over Copper</b> <b>Asymmetric Ethernet</b> <b>Broadband Business Fiber</b> <b>T1 and NxT1</b> <b>DS3</b> <b>Optical SONET (OCx)</b>	2 Business Hours*
<b>IDSL and SDSL</b> <b>Business Cable</b> <b>Dedicated ADSL</b>	4 Business Hours
<b>Business Cable</b> <b>International Access</b>	Best Efforts

\*For the purposes of this SLA, Business Hours are Monday – Friday 8:00 a.m. to 5:00 p.m. local time.

### Mean Time to Repair

<u>Service</u>	<u>Mean Time to Repair</u>
<b>Ethernet over Fiber</b> <b>T1 and NxT1</b> <b>DS3</b> <b>Ethernet over DS1</b> <b>Optical SONET (OCx)</b>	4 Business Hours*
<b>Ethernet over Copper</b> <b>Asymmetric Ethernet</b>	8 Business Hours
<b>IDSL and SDSL</b>	24 hours
<b>Shared Line ADSL</b> <b>Dedicated ADSL (DDSL)</b>	36 hours
<b>Cable</b> <b>Broadband Business Fiber</b> <b>International Access</b>	Best Efforts

\*For the purposes of this SLA, Business Hours are Monday – Friday 8:00 a.m. to 5:00 p.m. local time.

- 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>	<p>If availability is 50% or greater for a calendar month, the Service Credits will be equal to 1% of the MRC for the affected Service(s) for each percentage point below the availability SLA for the affected Service.</p> <p>If availability is less than 50% for a calendar month, the Service Credit will be equal to 100% of the MRC for the affected Services.</p>
<b>Mean Time to Respond</b>	10% of the MRC for the affected Service(s).
<b>Mean Time to Repair</b>	10% of the MRC for the affected Service(s).

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 repair resulting from connectivity issues;
  - (c) Service disruption and additional time to repair for Services utilizing Internet connectivity or local loop facilities provided by third parties;
  - (d) Customer’s delay or failure to provide sufficient IP 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’ sole discretion;
  - (g) Customer’s breach of requirements specified in the Service installation letter from Fusion;
  - (h) delays cause by the LEC (local exchange carrier) or other third party carriers;
  - (i) Service issues due to failure of CPE;
  - (j) Service issues due to configuration changes made by Customer to Fusion or Customer-provided equipment;
  - (k) Service issues arising during a scheduled maintenance window;
  - (l) Service issues arising from Fusion’s inability to access required facilities or equipment;
  - (m) “No Trouble Found” trouble tickets; or
  - (n) trouble tickets that remain open due to delays caused by slow responses from Customer for requests for feedback.

7. **Severe and Chronic Outage.** In the event Customer has reported and received Service Credits for an outage lasting longer than seventy two (72) consecutive hours, the outage shall be deemed “Severe”. In the event Customer has reported and received Service Credits for three (3) or more outages lasting longer than ten (10) consecutive hours in a calendar month, the outage shall be deemed “Chronic”. If Customer encounters a Severe or Chronic outage, it may replace the Service(s) at the affected site with a different Fusion Service without incurring any Early Termination Fees. In the event that a replacement Fusion Service of similar cost and speed is not available at Customer’s site, Customer may terminate the affected Service without penalty. To exercise this termination right, Customer must provide Fusion with written notice of its intent to terminate within fifteen (15) days of reporting the Severe or Chronic outage to Fusion; failure to provide such written notice within the required time frame shall result in a forfeiture of such termination right.