Exhibit "A"

Broadband Voice DBA Fuse.Cloud – Service Agreement

Terms and Conditions

These Terms and Conditions are attached to and made a part of the Quote Acceptance Form between FUSE.CLOUD and Customer.   As used herein, the following terms shall have the following meanings:

Agreement	All terms and conditions set forth in the Quote Acceptance Form and these Terms and Conditions, taken together as a single expression of the Agreement by and between FUSE.CLOUD and Customer.
Bill Charges	All charges and fees (other than Service Fees charged by FUSE.CLOUD) as associated with the provision and/or availability of the Services and invoiced to Customer on a recurring/monthly basis, including, by way of example and without limitation, cost recovery, 911 (emergency) surcharges, toll charges, activation fees, shipping charges, disconnection fees, equipment charges, and any other applicable charges).
FUSE.CLOUD	FUSE.CLOUD a Mississippi limited liability company, its successors and/or assigns.
Charges	The combined sum of Service Fees, Bill Charges and Taxes invoiced to and payable by Customer on a recurring/monthly basis as set forth in this Agreement.
Customer	The customer named in the Quote Acceptance Form, its successors and/or assigns.
Customer Premises Equipment (CPE)	All equipment located on or about Customer's premises that are necessary to enable the Products and Services and which are not part of the Products furnished by FUSE.CLOUD to Customer pursuant to the Quote Acceptance Form.
Effective Date	With respect to Quote Acceptance Form for equipment, the date of Installation of the Equipment. With respect to a Quote Acceptance Form for Products and/or Services, the date of Customer's first use of any of the Products and/or Services.
Guarantor	Shall mean the individual persons, if any, guaranteeing the payment and performance of Customer's obligations as set forth in the Customer Acceptance Form.
Products	All physical equipment and tangible items set forth in the Quote Acceptance Form to be purchased by Customer and provided by FUSE.CLOUD, or its third party manufacturers, contractors or designees. The term "Products" does not include Customer Premises Equipment.

Services	Any communications services to be provided by or furnished through FUSE.CLOUD to Customer FUSE.CLOUD including, by way of example, fax, voice and video communication services as specified in the Customer Acceptance Form.
Service Fee	The base fee charged by FUSE.CLOUD for provision of the Service, invoiced to and payable by Customer on a recurring, monthly basis for the duration of the Term. The "Service Fee" does not include Bill Charges and Taxes, which are in addition to the Service Fee.
Taxes	Any and all customs duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes.
Terms and Conditions	These Terms and Conditions, which are Exhibit "A" to the Quote Acceptance Form.
Quote Acceptance Form	Each individually numbered Quote Acceptance Form executed by Customer, pursuant to which Customer agrees to purchase Products and/or Services from FUSE.CLOUD.

1.   FUSE.CLOUD Services and Products. Subject to the terms and conditions of this Agreement including the timely payment of all fees, FUSE.CLOUD agrees to furnish and/or provide the Services and Products to Customer as set forth on Customer Acceptance Form to which these Terms and Conditions are attached and incorporated by reference. FUSE.CLOUD does not provide configuration and/or support services for Customer's Local Area Network (LAN). Customer understands some LAN configuration may be required to support and/or enable the Products and Services. Such configuration is the sole responsibility of Customer. Customer also understands that Customer is responsible for wiring Customer Premises Equipment (CPE) to Customer's LAN. In addition, FUSE.CLOUD does not supply Network Interface Cars (NIC), cabling from de-marc to Customer's HUB or cabling for non-networked PCs. Further Customer acknowledges that CAT-5 or higher inside wiring is required, and all related equipment must be properly grounded. Customer will be responsible for the cost of all accessory equipment (e.g. power strips, switches and/or cable runs) if needed at installation.

2.   Term.   The term of this Agreement ("Term") begins on the Effective Date and continues for a minimum period of two (2) years from the Effective Billing Date unless a longer term is specified in the Quote Acceptance Form (in which event, the longer Term specified in the Quote Acceptance Form shall apply).   At the end of the current Term, the Term is automatically renewed for the same time period as the original Term, unless Customer provides FUSE.CLOUD written notification of its intention to cancel the Agreement at least thirty (30) days prior to the end of the current Term. Customer agrees to pay all recurring (monthly) fees and expenses associated with the Services for the duration of the Term. Expiration of the Term does not alleviate Customer's responsibility for paying all unpaid, accrued charges due hereunder. **If Customer chooses to cancel the Agreement before the end of the current Term, early termination fees will apply as set forth below. See, Section 4.5**

3.   Products. To provide the Services, FUSE.CLOUD may provide and/or furnish Products to Customer. All Products shipments are F.O.B. FUSE.CLOUD facility. FUSE.CLOUD's

liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to carrier. Customer will be provided a twelve (12) month manufacturer's warranty from the date of purchase of the Products. Customer shall be required to obtain authorization from FUSE.CLOUD to return any Products. FUSE.CLOUD will facilitate the provisions of replacement Products only if the Products are deemed to be defective and covered under the manufacturer's warranty. FUSE.CLOUD will not arrange or provide replacement for lost, stolen or modified Products. FUSE.CLOUD DOES NOT PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS, AND CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT THE MANUFACTURER'S WARRANTY SHALL BE THE ONLY WARRANTY WITH RESPECT TO THE PRODUCTS. Products returned by Customer that are not covered under warranty may be refused by FUSE.CLOUD, and Customer will be responsible to pay return shipping charges.

4.   Billing, Charges, and Payment.

4.1   Credit Terms. All Services provided to Customer and covered by the Agreement shall at all times be subject to credit approval or review by FUSE.CLOUD. Customer will provide such credit information or assurance as is requested by FUSE.CLOUD at any time. FUSE.CLOUD, in its sole discretion and judgment, may discontinue credit at any time and without notice or require a deposit.

4.2.   Billing/Payment Terms.

        (a)   Products. The Purchase Price for Products (and any other one-time, non-recurring Charges) shall be due and payable in accordance with the Quote Acceptance Form. FUSE.CLOUD may elect, at its sole discretion, to deactivate (or refuse to activate) the Services until it has received payment in full for these items.

        (b)   Services. FUSE.CLOUD will provide Customer with a monthly billing statement for the recurring Charges invoiced to Customer's account. Service Fees are paid in advance of each month's service. Bill Charges and Taxes are billed subsequent to the end of each month's service. The first and last month's Service Fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated.

4.3.   Late/Non-Payment.   If any Charges (including, without limitation, Service Fees, Bill Charges and Taxes) for the Services are due but unpaid for any reason after thirty (30) days from the date of the invoice, FUSE.CLOUD may suspend or terminate the Services and all accrued Charges shall immediately due and payable, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by FUSE.CLOUD. No suspension or termination of the Services or of this Agreement shall relieve Customer from paying any Charges due hereunder.

4.4   Taxes.   Customer acknowledges that the Service Fees do not include Taxes. All such Taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides FUSE.CLOUD with an appropriate exemption certificate.

4.5   Early Termination Fees. IF CUSTOMER TERMINATES PRIOR TO THE EXPIRATION OF THE TERM (OR THEN-CURRENT RENEWAL TERM), FUSE.CLOUD WILL CHARGE CUSTOMER THE REMAINING SERVICES FEES DUE AND PAYABLE UNDER THIS AGREEMENT, PAYABLE IN FULL IMMEDIATELY.   All Charges, including Service Fees, payable under this Agreement shall be non-refundable and non-creditable.

4.6   Adjustments to Charges.   Changes to Service Fees will be made if Customer's monthly usage exceeds ten times (10x) the usage of FUSE.CLOUD's average customer, as FUSE.CLOUD determines in its discretion. FUSE.CLOUD will notify Customer thirty (30) days before any Service Fee is effective. Customer understands and acknowledges that Bill Charges and Taxes are items charged by 3rd party providers and/or governmental/jurisdictional authorities, and FUSE.CLOUD does not have control over the amount of these charges. Accordingly, Bill Charges and Taxes are subject to change without notice.

4.7   Credits. Customer acknowledges and agrees that the Services are provided "as is, where is" and without warranty of any kind, express or implied, which are disclaimed by FUSE.CLOUD and Customer to the maximum extent permitted by applicable law. Credit allowances for interruption of the FUSE.CLOUD Services shall not be provided under any circumstances.

4.8.   Billing Disputes. Customer must dispute any Charges in writing within thirty (30) days of the date of the charge by FUSE.CLOUD or Customer waives any objection and further recourse. Written statements disputing charges must be sent to:

> Fuse.Cloud
> Billing Department
> 736 S. President Street
> Jackson, MS 39201

5.   Prohibited Uses. Any use of the Services or any other action that causes a disruption in the network integrity of FUSE.CLOUD or its vendors, whether directly or indirectly, is strictly prohibited and could result in immediate termination of the Services, without notice, at the sole discretion of FUSE.CLOUD. Customer understands that neither FUSE.CLOUD nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Customer agrees that it will NOT use the Services in ways that violate laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements), infringe the rights of others, or interfere with the users, services, or equipment of the network. Customer agrees and represents that it is purchasing the Services and/or the Products for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Products without the advance express written permission of FUSE.CLOUD. FUSE.CLOUD's Services shall not be used for certain activities including, but not limited to, any autodialing, continuous connectivity, fax broadcast, fax blasting, no-cost or free teleconference services, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage. Customer shall not transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise

objectionable material of any kind or nature. Customers further agree not to transmit any material that encourages conduce that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Any use found to be inconsistent with this restriction will result in immediate termination of the Services without notice. FUSE.CLOUD reserves the right to immediately terminate or modify the Services of any Customer if FUSE.CLOUD determines, in its sole discretion, that Customer is not using the Services for Customer's reasonable, internal business use.

6.   Changes to the Agreement. FUSE.CLOUD reserves the right to make changes to the Terms and Conditions of this Agreement as required by law or regulation. FUSE.CLOUD shall provide advanced written notice to Customer of any such changes. If such changes materially alter the Service Fees of the Agreement (except if changes to Service Fees are made in accordance with **Section 4.6**), then Customer may cancel the Agreement without penalty on sixty (60) days written notice to FUSE.CLOUD.

7.   Termination. Customer agrees to provide FUSE.CLOUD with thirty (30) days notice of termination.   IN ACCORDANCE WITH **SECTION 4.5**, EARLY TERMINATION FEE SHALL APPLY. FUSE.CLOUD reserves the right at its sole discretion, to suspend, terminate or change the Services without advanced notice for misuse of the Services in any way, Customer's breach of this Agreement, Customer's failure to pay any sum due hereunder, suspected fraud or other activity by Customer that adversely affects the Services, FUSE.CLOUD, FUSE.CLOUD's network or other Customer's use of the Services. FUSE.CLOUD reserves the right to determine, at its sole discretion, what constitutes misuse of the Services, and Customer agrees that FUSE.CLOUD's determination is final and binding on Customer.

8.   Privacy**.** FUSE.CLOUD utilizes the public Internet and third party networks to provide fax, voice and video communication services. Accordingly, FUSE.CLOUD cannot guarantee the security of fax, voice and video communications of Customer. Once Customer chooses to provide personally identifiable information, it will only be used in the context of the Customer's relationship with FUSE.CLOUD. FUSE.CLOUD will not sell, rent, or lease Customers' personally identifiable information to others. Unless required by law or subpoena, or unless Customer's prior permission is obtained, FUSE.CLOUD will only share the personal data Customer provides with other FUSE.CLOUD entities and/or business partners that are acting on FUSE.CLOUD's behalf to complete the activities described herein. FUSE.CLOUD is required to file numerous reports with different administrative bodies. As such, FUSE.CLOUD may provide aggregate statistics about customers, sales and traffic patterns. None of these reports or statistics will include personally identifiable information. However, FUSE.CLOUD reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either FUSE.CLOUD or any company affiliated with FUSE.CLOUD. Moreover, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, FUSE.CLOUD may disclose personally identifiable information

9.   Breach. In the event of Customer's breach of the terms of the Agreement, including without limitation, failure to pay any Charges due hereunder, Customer shall reimburse

FUSE.CLOUD for all attorney, court, collection and other costs incurred by FUSE.CLOUD in the enforcement of FUSE.CLOUD's rights hereunder and FUSE.CLOUD may keep any deposits or other payments made by Customer.

10.   Indemnification. Customer agrees to defend, indemnify and hold FUSE.CLOUD, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.

11.   **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL FUSE.CLOUD OR ITS VENDORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF FUSE.CLOUD OR ITS VENDORS OR OTHERWISE.

12.   **WARRANTY AND LIABILITY LIMITATIONS.** FUSE.CLOUD DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER FUSE.CLOUD NOR ITS VENDORS WILL BE LIABLE FOR UNAUTHRIZED ACCESS TO FUSE.CLOUD'S OR CUSTOMER'S TRANSMISSION FACILITIES OR CPE OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF FUSE.CLOUD'S OR ITS VENDORS' NEGLIGENCE. ANY CLAIM AGAINST FUSE.CLOUD MUST BE MADE WITHIN ONE (1) YEAR OF THE EVENT OF THE CLAIM OR ONE YEAR FROM THE TERMINATION OF SERVICE WHICHEVER IS EARLIER AND FUSE.CLOUD HAS NO LIABILITY THEREAFTER. FUSE.CLOUD'S LIABILITY IS LIMITED TO REPAIR OR REPLACEMENT. FUSE.CLOUD, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY ELECT TO PROVIDE A REFUND OR CREDIT IN LIDUE OF, REPLACEMENT OR REPAIR. ALL WARRANTIES COVER ONLY DEFECTS ARISING UNDER NORMAL USE AND DO NOT INCLUDE MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLECT, ALTERATION, MODIFICATION, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE OTHER THAN FUSE.CLOUD. IN NO EVENT SHALL FUSE.CLOUD'S TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY CUSTOMER TO FUSE.CLOUD IN THE PRIOR TWELVE (12) MONTHS FROM DATE OF CLAIM.

13.   Export Compliance. Customer agrees to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Services. Customer agrees to comply with applicable local, state and federal regulations governing the locality in which the Products and Services are used.

14.   911 Services. FUSE.CLOUD Services also includes 911-type services ("SafeCall E911"). SafeCall E911 services and limitations are more fully described on **ADDENDUM NO. 1,** which is incorporated and made part of this Agreement.

15.   Survival. The provisions of section 4, 9, 10, 11, 12, and 16 shall survive any termination of the Agreement.

16.   Miscellaneous.

16.1   Notices. All notices under this Agreement shall be in writing and shall be delivered to the addresses set forth on the first page of this Agreement. Notice shall be deemed to have been given upon: (a) personal delivery; (b) the first business day after sending notice via nationally recognized overnight courier; (c) three (3) business days after depositing notice in the United States mail, sent Certified Mail Return Receipt Requested or (d) by e-mail that is return receipt requested. Notices to FUSE.CLOUD shall be addressed to the attention of its CEO. Either party may change its address for notice by giving notice of such address change in the manner provided herein.

16.2   Independent Parties. The parties acknowledge, one to the other, that FUSE.CLOUD is an independent contractor to Customer, and FUSE.CLOUD may engage in other business activities at its sole discretion. This Agreement does not in any way create or constitute a relationship of employment, partnership, or a joint venture between the parties.

16.3   Assignment. Customer's rights and obligations under this Agreement may not be assigned or transferred (including by operation of law) without the prior written consent of FUSE.CLOUD and any unauthorized assignment or transfer shall be null and void. FUSE.CLOUD may assign the Agreement or any of its rights and obligations under the Agreement to an affiliate or third party (including any successor by merger, acquisition or sale), which assignment shall become automatically effective upon assignment. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the parties and their respective successors, executors, heirs, representatives, administrators and permitted assigns.

16.4   Force Majeure. Customer agrees that FUSE.CLOUD shall not be liable for any losses and damage, including consequential damages, detention, or delay or failure to perform any services resulting from causes beyond the reasonable control of FUSE.CLOUD including, but not limited to, acts of God, acts or omissions on the part of Customer, delays in transportation, failure to obtain supplies not caused by the negligence of FUSE.CLOUD, changes in governmental regulations, war, or civil disturbance.

16.5   Severability; Waiver. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining

portions of this Agreement shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith enforceable substitute provisions which most nearly effect the parties' intent in entering into this Agreement. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

16.6   No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any party other than the parties hereto and their respective corporate affiliates, executors, heirs, representatives, administrators, successors and assigns, any rights or remedies under or by reason of this Agreement.

16.7   Entire Agreement. The provisions of this Agreement, including any Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

16.8   Governing Law; Legal Actions. This Agreement shall be governed by the laws of Mississippi, as applied to agreements entered into and to be performed entirely within the State of Mississippi without regard to the principles of conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods.

16.9   Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled by binding arbitration in Jackson, Mississippi. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of American Arbitration Association ("AAA"), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by AAA, (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the Arbitrator's rules and regulations) of the proceeding has been given to such party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding brining an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY: (A) IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELTING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO; AND (B) AGREES AND SUBMITS TO THE JURISDICTION AND VENUE OF STATE AND U.S. FEDERAL COURTS HAVING WITHIN THEIR

JURISDICTION THE LOCATION OF FUSE.CLOUD'S PRINCIPAL PLACE OF BUSINESS AS THE SOLE JURISDICTION AND VENUE FOR ACTIONS RELATED TO THE SUBJECT MATTER HEREOF SHALL BE BOTH PARTIES CONSENT TO THE JURISDICTION OF SUCH COURTS AND AGREE THAT PROCESS MAY BE SERVED IN THE MANNER PROVIDED HEREIN FOR GIVING OF NOTICES OR OTHERWISE AS ALLOWED BY MISSISSIPPI STATE OR U.S. FEDERAL LAW.

ADDENDUM NO. 1

TO EXHIBIT A: **911 Services**

Definitions.

1. "911 Call" means a call placed by a Customer dialing "9-1-1" seeking 911 Service.
2. "911 Selective Router" means the telephone switch or functional equivalent, which determines the PSAP to which a 911 Call should be delivered based upon the Registered Location of the Customer.
3. "Advanced Mobility" means a set of calling features which allows a Customer who would normally only be able to place and receive calls from a fixed location to place and receive calls from multiple locations.
4. "Covered PSAP" mean a PSAP which supports the termination of 911 Service calls delivered by FUSE.CLOUD.
5. "Coverage Area" means the Rate Center areas served by Covered PSAPs as provided to Customer on an updated basis. FUSE.CLOUD reserves the right to update the Coverage Area from time to time.
6. "E911 Service" means functionality allowing a Customer to contact the PSAP servicing the geographic area in which the Customer is located, and may include "Enhanced" functionality providing the PSAP with the capability to determine the Customer's address and call back telephone number (where the PSAP has such capability).
7. "Public Safety Answering Point" or "PSAP" means an answering location for 911 Calls originating in a given area. PSAPs are typically a common bureau used to answer emergency calls and dispatch public safety agencies such as police, fire, emergency medical, etc.
8. "PSTN" means the public switched telephone network.
9. "Registered Location" means the most current known valid location of a Customer. The Registered Location must be a valid postal address in the USA in order for SafeCall E911 Service to be possible.

10. "SafeCall E911" is the service that FUSE.CLOUD provides to Customer to enable Customers to place 911 calls.
11. "SafeCall Operator Assisted 911" is a SafeCall E911 Service that FUSE.CLOUD provides to Customer to enable Customers to place 911 calls when the Customer's Registered Location is within the USA but outside the Coverage Area, as described in Section 3 below.
12. "Customer" means a single, individual end-user or telephone device that has been assigned a DID by Customer as part of Voice Services. For purposes of SafeCall E911 only, any DIDs assigned to a Trunk Line, the Trunk Line is deemed the Customer and the DIDs utilizing the Trunk Line for access will not be considered a Customer (the Registered Location shall be the same as the DID assigned to the Trunk Line) unless the DID has Advanced Mobility Features, in which case then that DID Advanced Mobility Features shall be a Customer.
13. "Trunk Line" means a single transmission channel used to transmit calls to and from multiple phones being aggregated by a PBX or key telephone system.
14. "Underlying Provider" means a provider that supplies FUSE.CLOUD with the transmission and gateway services, access to Selective Routers and to the dedicated Wireline E911 Network, and other services and functionalities that FUSE.CLOUD uses to provide SafeCall E911 and SafeCall Operator Assisted 911 services.
15. "USA" means the United States of America (including Puerto Rico, US Virgin Islands, Guam, and CNMI).
16. All terms not specifically defined in this Addendum have the meaning supplied in the FCC's *VoIP E911 Order* ; other FCC rules, orders, and policies; the Communications Act of 1934, as amended; and the Master Service Agreement and 6DegreesIP Voice Service Schedule between FUSE.CLOUD and Customer.

2. SafeCall E911 Service Description. SafeCall E911 provides routing by FUSE.CLOUD (or by FUSE.CLOUD's Underlying Provider) of a Customer 911 Call to a Covered PSAP either via the 911 Selective Router serving a Covered PSAP for the Customer's Registered Location (such PSAP and 911 Selective Router being determined based on the Customer's Registered Location) or via the PSTN for those PSAPs not utilizing 911 Selective Router. The 911 Call will thereafter be carried from the 911 Selective Router (or from the PSTN) to the Covered PSAP on facilities controlled by an Underlying Provider. SafeCall E911 is a 911 call routing and termination service only. SafeCall E911 is not available to a particular Customer in the event of (i) improper configuration of the customer premise equipment or SIP proxy; (ii) an outage, degradation or other disruption of Customer's IP connection to FUSE.CLOUD; (iii) an outage, degradation or other disruption of power at the Customer location; (iv) an outage, degradation or other disruption of the Customer broadband Internet connection, including but not limited to the underlying broadband provider intentionally or inadvertently blocking of the ports over which SafeCall E911 Service is provided or otherwise impeding the usage of SafeCall E911 Service; (v) a suspension of Customer's account as a result of nonpayment or other breaches by Customer; (vi) Customer's failure or delay in maintaining and updating Registered Location; (vii) the Customer's Registered Location being outside the Coverage Area; (viii) the Customer's actual physical location is outside the Coverage Area, whether or not the Customer has updated his or her Registered Location accordingly. FUSE.CLOUD's SafeCall E911 Service, as of the Effective Date, complies with the requirements of the VoIP E911 Order, subject to the

geographic coverage defined herein, and otherwise provides the Services as described in this Service Schedule, subject to Customer's obligations. FUSE.CLOUD shall use commercially reasonable efforts to continue to comply with applicable FCC requirements, provided however, that if any change in applicable law, regulation, decision, rule, or order materially increases the costs or compliance requirements for the delivery of Services, FUSE.CLOUD reserves the right to pass such increases through to Customer, upon not less than sixty days written notice, detailing the reason for the applicable increase or to terminate the Agreement or this Voice Service Schedule with at least ninety days written notice.

3. Customer Registered Location. SafeCall E911 is a USA only domestic service and it will not work at locations outside the USA. In the event that a Customer moves to a location outside of the USA, Customer must update the Registered Location to that location outside of the USA. For Registered Locations outside of the USA, FUSE.CLOUD Services shall continue to be available, but neither SafeCall E911 nor SafeCall Operator Assisted 911 will be available. FUSE.CLOUD Services and SafeCall E911 is not a nationwide service in the USA and is not available in all locations and for all PSAPs. In the event that a Customer provides an updated Registered Location that is outside of the Coverage Area in the USA, the Customer will be notified in real time that the Registered Location was updated, but that Voice Services (other than SafeCall Operator Assisted 911 service) are not available at this Registered Location as a result of not having SafeCall E911 services. The FUSE.CLOUD Services other than SafeCall Operator Assisted 911 service will then be suspended by FUSE.CLOUD unless and until the Customer provides an updated Registered Location that is within the Coverage Area.

4. Service Level. FUSE.CLOUD will use commercially reasonable efforts to maintain high availability of SafeCall E911 and SafeCall Operator Assisted 911 services. Availability of SafeCall E911 shall mean the ability of SafeCall E911 to accept Customer 911 Calls from Customer and route them to the appropriate 911 Selective Router, subject to such calls being transmitted to FUSE.CLOUD by Customer in accordance with the Service Schedule. **PLEASE BE AWARE THAT EVEN IN THOSE AREAS IN WHICH FUSE.CLOUD OFFERS E911 SERVICE, FUSE.CLOUD CANNOT AND DOES NOT GUARANTEE THAT THE SERVICE WILL OPERATE AS INTENDED. THE ONLY WAY TO KNOW WITH ABSOLUTE CERTAINTY THAT CUSTOMERS HAVE FUNCTIONING E911 SERVICE IS TO TEST THE SYSTEM; FUSE.CLOUD IS NOT AUTHORIZED TO MAKE TEST CALLS TO THE E911 SYSTEM AND CANNOT AUTHORIZE CUSOTMER TO DO SO. CUSTOMER OR CUSTOMER MAY WISH TO CALL THE NON-EMERGENCY NUMBER OF THE LOCAL POLICE OR FIRE DEPARTMENT OF THE REGISTERED LOCATION TO FIND OUT IF THE CUSTOMER OR CUSTOMER ARE ABLE TO HELP YOU OBTAIN SUCH PERMISSION.5. Liability.** FUSE.CLOUD disclaims any and all liability or responsibility for any and all claims, causes of action, damages or losses, including direct, consequential, punitive, or any other form of damages, in the event that 911 calls placed by a Customer or Customers fail to be completed to the appropriate PSAP or otherwise fail to function as contemplated, due to any cause other than FUSE.CLOUD's gross negligence or willful misconduct that directly affect the SafeCall E911 Services, including but not limited to (i) a Customer's failure to provide and update a Registered Location that accurately corresponds with the Customer's actual physical location; (ii) a Customer's failure to properly operate the Voice Services, including but not limited to

configuration of the customer premise equipment or SIP proxy; (iii) an outage, degradation or other disruption of Customer's IP connection to FUSE.CLOUD, power at the Customer location, or the Customer broadband Internet connection; (iv) Customer's failure to discharge any of its responsibilities specified herein and/or any specific Customer requirements or obligations in the FCC's *VoIP E911 Order* or in any applicable law, rule, or regulation; (v) a failure of the functioning of the facilities or services provided by an Underlying Provider, due to intentional or inadvertent error by the Underlying Provider or its agents; (vi) any intentional or inadvertent error committed by the PSAP, its agents, or the public safety agencies it serves; and/or (vii) any of the third party data used to route calls is incorrect or yields an erroneous result. **NEITHER FUSE.CLOUD NOR ITS AGENTS, OFFICERS, OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTIONS ARISING FROM OR RELATING TO SAFECALL E911 SERVICES, SAFECALL OPERATOR ASSISTED 911 SERVICE, AND OTHER FORMS OF 911 DIALING, EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT THAT DIRECTLY AFFECT THE SAFECALL E911 SERVICES. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS FUSE.CLOUD, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS AND UNDERLYING PROVIDERS FROM ANY AND ALL CLAIMS OR ACTIONS ARISING OUT OF SAFECALL E911 AND SAFECALL OPERATOR ASSISTED 911 EXCEPT FOR CLAIMS BASED ON FUSE.CLOUD's GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

6. Acceptable Use Policy. Customer hereby agrees to comply with the terms and conditions of FUSE.CLOUD's SafeCall E911 Service Provider Admin and End-User Guide. SafeCall E911 will not be available to a particular Customer in the event of (i) improper configuration of the customer premise equipment or SIP proxy; (ii) an outage, degradation or other disruption of Customer's IP connection to FUSE.CLOUD; (iii) an outage, degradation or other disruption of power at the Customer location; (iv) an outage, degradation or other disruption of the Customer broadband Internet connection, including but not limited to the underlying broadband provider intentionally or inadvertently blocking of the ports over which SafeCall E911 Service is provided or otherwise impeding the usage of SafeCall E911 Service; (v) a suspension of Customer's account as a result of nonpayment or other breaches by Customer; (vi) Customer's failure or delay in maintaining and updating Registered Location; (vii) Customer's Registered Location being outside the Coverage Area; (viii) the Customer's actual physical location is outside the Coverage Area.