



800 Westchester Ave.
Suite N-501
Rye Brook, NY 10573
800-405-2200

Product-Specific Terms & Conditions

Broadspeed[®] VOICE CHANNEL BANK SERVICE

(Capitalized terms herein shall have the same meaning as such capitalized term shall have in the Master Terms and Conditions)

Term: The Term shall commence on the earlier of (i) the date the Services are activated by Customer or Company, or (ii) fifteen (15) days after written notice by Company of its readiness to schedule service turn-up. The Term shall be minimally twelve (12) months or longer, as set forth in the Order Form. Billing shall commence on the commencement of the Term.

Early Termination:

- (a) If Customer cancels an order for Broadspeed[®] Voice Channel Bank Service before Company has accepted a circuit on Customer's behalf, Customer shall be subject to a \$2,000 Order Cancellation Fee for each canceled circuit.

If Customer cancels an order after Company has accepted a circuit on Customer's behalf but before installation is complete, Customer shall be subject to an Early Cancellation Fee for each terminated Service in an amount equal to the Monthly Recurring Charge (MRC) for the Broadspeed[®] Voice Channel Bank Service multiplied by the number of months remaining in the then-current Term.

If Customer terminates Broadspeed[®] Voice Channel Bank Service, in whole or in part, or if Company terminates Broadspeed[®] Voice Channel Bank Service for Cause, before the expiration of the Term, Customer shall be subject to an Early Cancellation Fee for each terminated Service in an amount equal to the MRC for the Service multiplied by the number of months remaining in the then-current Term.

- (b) Order Cancellation and Early Cancellation Fees shall be immediately due and payable upon order cancellation or Service Termination.

Termination:

- (a) In the event Customer elects to disconnect a circuit, Customer shall provide written notice to Company using a Company-provided Letter of Disconnect (available at



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www.ecareenterprise.com), which shall be effective thirty (30) days from the date of Company's receipt thereof.

- (b) All Company-provided equipment must be returned in good working order, normal wear and tear excepted. Customer shall ship equipment to Company within three (3) business days of disconnection of the Broadspeed[®] Voice Channel Bank Services. For equipment not returned, Customer shall be liable for the full retail value or, in Company's discretion, the replacement value of the equipment. Company-provided equipment remains the property of Company.

Customer Obligations:

- (a) Customer must supply a 120 VAC receptacle for Customer Premises Equipment (CPE). CPE remains the property of Broadview Networks. Broadview Networks does not connect phones to CPE.
- (b) Sale of VT-1/PRI/Channel Bank services is contingent upon Customer subscribing to Broadspeed[®] Networks local and long distance services. Provision of service is subject to availability. Access services are for retail customers only.
- (c) Sale of Broadspeed[®] Voice Channel Bank services is contingent upon Customer subscribing for a minimum quantity of eleven (11) total voice channels and continuing to subscribe to these services throughout the service term.

Installation:

- (a) **Broadspeed[®] Voice Channel Bank Service Generally:** Due date for service is approximately sixty (60) business days from the date of the order. Customer must accept both voice and data services on the installation date or no services will be provisioned and Customer will be assessed \$149 Missed Appointment Fee.
- (b) CPE fees are included in the base MRC.
- (c) Demarc Extension/Inside Wiring for Broadspeed[®] Voice Channel Bank.
If necessary, Broadview Networks will extend the point of demarcation for service, up to 25 ft, at no additional cost to the customer. Cross-Connect(s) between Broadspeed[®] Networks and customer cross-connect block is not included. Any additional inside wiring required at the time of installation will be billable at a rate of \$150 per 60 minute increment(s), 1 hr. minimum, plus the cost of materials.

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- (c) Flat Rate and Allowance Service for Broadspeed[®] Voice T-1, PRI, and Channel Bank.
Customers who exceed the Allowance per VT-1/PRI/Channel Bank per month will be charged the above Overage per minute rate. This service is available only to business customers and is only for voice use. Customers using auto dialers, telemarketing applications or switching equipment are not eligible to receive this plan. Customers who violate the restrictions on use or Customers who exceed the Flat Rate/Allowance per VT-1/PRI/Channel Bank for three (3) consecutive months may have their rates adjusted to the Standard Measured Plan.