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Product-Specific Terms & Conditions

OFFICESUITE UC[®] 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) **All Customers:** A Restocking Fee will be assessed on each OfficeSuite[®] handset returned prior to expiration of the Term per the following schedule:

<u>Months remaining in Term</u>	<u>Restocking Fee per Phone</u>
More than 12 months	\$149
12 months or less	\$99

If returned phones are accompanied with a renewal of Term, the following schedule applies:

<u>Months remaining in Term</u>	<u>Restocking Fee per Phone</u>
More than 18 months	\$149
18 months or less but more than 12 months	\$99
12 months or less but more than 3 months	\$49
3 months or less	\$0

No charge for standard shipping and return shipping of replaced phones. Customer installs replaced phones. Any dispatch for installation of replaced phones is subject to additional charges.

- (b) If Customer terminates OfficeSuite UC[®] Service, in whole or in part, or if Company terminates OfficeSuite UC[®] 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.

- (c) **Service Provided without Access.**

If Customer cancels order before Service start date, Customer is subject to a \$100 Order Cancellation Fee per location.

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

- (d) 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 the Service, Customer shall provide written notice to Company using a Company-provided Letter of Disconnect (available at 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 OfficeSuite UC[®] 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.
- (c) Upon termination, Customer agrees to relinquish any IP addresses or address blocks assigned to Customer by Broadview.
- (d) Upon Termination, any additional fax, toll free, and/or HD Meeting services provided in conjunction with your OfficeSuite UC[®] Service will also be terminated unless Customer requests the services continue at then current retail rates.

Customer Obligations:

- (a) Customer must supply a 120 VAC receptacle for Customer Premises Equipment (CPE). Networking protocol must be TCP/IP. Customer must supply own Ethernet switch or router and connect it to the Company CPE and ensure there is an available port. Each PC MUST have a Network Interface Controller (NIC) card installed (Customer must supply and install NIC card if missing). Company does not support Customer's PC's or LAN unless contracted separately via Professional Services Agreement. Company does not connect PC's and/or switches to the CPE nor configure PC's to work on a network.

- (b) Customer MUST provide a fully switched 100 Mb/s Ethernet LAN without hubs, with CAT5 wiring or better throughout, and provide LAN ports and 115 VAC receptacles for all phones.
- (c) The port capacity of the switch must accommodate the OfficeSuite UC[®] phones that are to be connected and any other devices running on this LAN segment including servers, printers, standalone computers, etc.
- (d) If necessary, Broadview Networks will make commercially reasonable efforts to have the CPE installed at a specific location at the site, i.e. the DMARC location. However, additional inside wiring costs may be required, with prior customer approval. Cross-Connect(s) between Broadview 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 \$75 per 30 minute increment(s), 1 hr. minimum, plus the cost of materials.
- (e) If Customer orders a Power over Ethernet (PoE) switch, configuration of Customer's Virtual Local Area Network (VLAN) by Broadview will require a separate Broadview Professional Services Agreement to be executed and will be processed through a separate Order.

OfficeSuite UC[®] Wi-Fi Adapter Customer Requirements:

Customers must have an existing Wi-Fi network with sufficient available bandwidth. Appropriate routing or DHCP/IP addressing must be in place from the wireless network either to the Internet or to the main voice LAN of the Broadview router (OfficeSuite UC[®]). Customer must have one or more local area networks that share a single internet connection at each location. No more than 10 adapters per wireless network. Customer must provide Broadview with their SSID and password.

Wi-Fi Adapter Important Notes:

- (a) Maximum wireless signal rates are derived from IEEE standard 802.11 specifications.
- (b) Actual data throughput will vary.
- (c) Network conditions and environmental factors, including volume of network traffic, building materials and construction, and network overhead, may lower actual data throughput rates and may affect voice quality.
- (d) Wi-Fi Adapter Service is NOT available in medical facilities, schools, or emergency services (police, fire, or ambulance).

Installation:

- (a) **OfficeSuite UC[®] Service Generally:** Due date for service is approximately twenty-five (25) business days from the date of the order. Customer must accept Services on the installation date or no services will be provisioned and Customer will be assessed

\$149 Missed Appointment Fee. If a Site Survey is required and performed a \$150 fee is applied.

Services:

(a) OfficeSuite UC[®] calling plans include packages of local, regional and nationwide calling, as well as calls to Canada, Puerto Rico and the U.S. Virgin Islands. Calls in excess of 150,000 minutes per site per month shall be levied an overage rate based on term commitment as follows: one year term: \$.05/min, two (2) year term: \$0.034/min., three (3) year term: \$0.029/min., five (5) year term: \$0.027/min. International calls will be charged at a per minute rate per Company's Basic International calling plan unless another plan is selected at the time of order. Sale of OfficeSuite UC Services is contingent upon Customer subscribing to Company's local, regional, long distance and Internet access services for a minimum quantity of four (4) Simultaneous Call Capacities and six (6) IP Phones and subscribing to these services throughout the full service term. Customers that provide their own Internet access must subscribe for a minimum quantity of four (4) Simultaneous Call Capacities and four (4) IP Phones, except Small Office and Professional Plan offer delivered via Customer-provided access requires only (1) IP Phone.

(b) Customers that include the phones in their monthly recurring charge from Broadview Networks are provided with repair and replacement coverage for the duration of their OfficeSuite UC[®] Services period. For phones purchased from Broadview Networks, the coverage period is one year from the Service Start Date. Customers will not be charged for repair or replacement of defective phones covered under this policy provided they are returned to Broadview Networks and are not damaged beyond reasonable wear and tear or through fault by the Customer.

(c) OfficeSuite UC[®] Professional plan includes Mobile Twinning service at no additional charge for the duration of the service period. All other OfficeSuite UC plans include three (3) months of Mobile Twinning service at no additional charge. The normal monthly fee of \$5 per Mobile Twinning user will commence with your fourth (4th) invoice. You may cancel this Service at any time.

(d) OfficeSuite UC[®] Professional plan includes one Toll Free Number with 1,000 inbound minutes of use per month at no additional charge. Calls in excess of 1,000 minutes per month shall be levied an overage rate of \$0.030/min. After the third month of service, the Toll Free Number will incur a \$1 charge, if billed usage is less than \$1. You may cancel this Plan at any time.

(e) Call Recordings for Contact Center Services are available for a rolling thirty (30) day period. Customer receives the first five (5) hour block of storage free and will be billed monthly at \$10 per 5 hours block of capacity used to store call recordings over the initial 5 hours.

(f) Thirty (30) days after Customer's Agreement has terminated or the Customer's subscription for OfficeSuite UC[®] Contact Center Services is cancelled, Broadview is under no obligation to store Customer's recording data.

Training:

(a) Training for OfficeSuite UC[®] Contact Center Services eQueues: Customer will be charged \$250 for OfficeSuite UC[®] Contact Center Services training, which includes a 2.5 hour web conference. Additional training can be purchased for an additional \$100 per hour.

(b) Training for OfficeSuite UC[®] Contact Center Services Contact Center: Customer will be charged \$350 for OfficeSuite[®] Contact Center Services with Call Recording training, which includes a 3 hour web conference. Additional training can be purchased for an additional \$100 per hour.

Support:

(a) Customer's Tenant Administrator is provided with sixty (60) days of support via the OfficeSuite UC[®] toll-free support line at no additional charge. After sixty (60) days, any calls into OfficeSuite[®] support for functions that can be performed by the Tenant Administrator via the OfficeSuite UC[®] portal will be billed \$40 for the first thirty (30) minutes plus \$25 per fifteen (15) minute period thereafter.

(b) If "Outsourced Tenant Support" is purchased, Company will perform all Tenant Administration duties for an additional \$3 per user, per month. (Outsourced tenant support is not available with OfficeSuite UC[®] ACD or OfficeSuite UC[®] ACD with Call Recording.)

Service Quality:

(a) Service Level Assurance for OfficeSuite UC[®]

Company's Network Availability Objective is to make the Company network available to its eligible OfficeSuite UC[®] Customers 99.99% of the time, subject to the conditions and restrictions set forth below.

This *Network Availability Objective* covers all Company Managed: (1) Services & Facilities. (2) Hardware, CPE, and Software Platforms/Systems. (3) Physical plant and "Core" infrastructure facilities. The Network Availability Objective calculations will not include any unavailability that OfficeSuite UC[®] Service(s) Customers fail to report to Broadview immediately upon a service outage by initiating a trouble ticket, or any unavailability resulting from: (a) standard Company maintenance, (b) any

Customer and/or 3rd party ordered facilities and/or provided hardware, (c) Customer controlled applications and/or equipment, (d) acts or omissions of Customer, or any use or user of the service authorized by Customer or (e) reasons of Force Majeure as defined in Agreement.

In the event Company fails to meet the *Network Availability Objective* for any given month, Customers may request an "Outage Credit" of five percent (5%) of the applicable MRC for each calendar day in which an outage of thirty (30) minutes or more occurs. Customer's request must be issued within thirty (30) calendar days of Outage, and any "Outage Credit" shall be credited on Customer's next monthly invoice. In no event shall Broadview liability for "Outage Credits" exceed one hundred percent (100%) of the affected MRC(s).

- (b) Service Level Assurance for OfficeSuite® Contact Center Services:** In the event that OfficeSuite UC® Contact Center Services is unavailable for more than thirty continuous minutes during any given month, reported by Customer via Trouble Ticket and verified by Company, Customer may request an "Outage Credit" of five percent (5%) of the applicable feature monthly recurring charge ("FMRC") for each calendar day in which an outage of thirty (30) minutes or more occurs. In the event recorded calls are unavailable during the thirty (30) day rolling period, reported by Customer via Trouble Ticket and verified by Broadview, Customer may request an "Outage Credit" of five percent (5%) of the of the applicable FMRC. Customer's written request must be received within thirty (30) calendar days of the Outage, and any "Outage Credit" shall be credited on Customer's next monthly invoice. In no event shall Broadview liability for "Outage Credits" exceed one hundred (100%) of the affected FMRC(s).
- (c) Port Availability for OfficeSuite UC®:** Is a measurement of the total time that OfficeSuite UC® Service is operative when measured over a thirty (30) day month (or 720 hour) period (hereinafter "Month"). OfficeSuite UC® Service is considered inoperative when Customer cannot exchange IP Packets over the Broadview OfficeSuite UC®. Port Availability objective is 99.99%.
- (d) Latency for OfficeSuite UC®:** Latency is the average round trip time, measured over a Month, required for an IP packet (100 bytes) to travel between "Core" IP POP's. Latency objective on the Broadview OfficeSuite UC® network is for an average round trip time of forty-five (45) ms.
- (e) Packet Delivery for OfficeSuite UC®:** Packet delivery is the successful delivery of packets between any two (2) customer ports on the Company OfficeSuite UC® network, measured by the percentage of one hundred (100) byte packets delivered at five (5) iterations of one hundred (100) trials, averaged over a Month. Packet Delivery objective is 99%.
- (f) Jitter for OfficeSuite UC®:** Jitter is a measurement of the standard deviation of latency averaged over a Month, required for an IP packet (100 bytes) to travel

between "Core" IP POP's. Jitter objective is for standard deviation of latency not to exceed fifteen (15) ms.

Warranty Exclusions

Broadview warranty obligations under this Agreement exclude provision of consumable supplies, repair or replacement of equipment failures or malfunctions caused by Customer provided equipment or by improper installation, operations, or maintenance by other than Broadview authorized representatives, relocation or modification by Customer or others not under Broadview's control, failure or interruption of Customer-provided broadband communications or electrical power, accident, fire, lightning, snow, ice, snow/ice removal, or other hazards beyond normal range of use, vandalism, trouble calls where no problem is found and the reported problem does not repeat within five calendar days, or failures or malfunctions resulting from exposure of the equipment to conditions beyond its normal operating parameters. Any such failures and malfunctions will be repaired on a commercially reasonable effort basis by the underlying service provider. The fees for such dispatches will be passed through and are payable by Customer.

Service Credits:

- (a) Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which OfficeSuite UC[®] Service does not conform to SLA objectives as set forth above. An Outage shall begin upon immediate notice (trouble ticket initiated) from Customer, provided that Customer has released all or part of the OfficeSuite UC[®] Service for testing if requested by Company to do so. In the event Company fails to conform to SLA objectives as set forth above, Customer shall be entitled to an "Outage Credit" upon request. Company must receive Customer's request within thirty (30) calendar days of Outage, and any "Outage Credit" shall be credited on Customer's next monthly invoice. If Company does not receive Customer's request within such thirty (30) calendar day period, Customer shall be deemed to waive its right to the "Outage Credit".
- (b) The amount of any applicable "Outage Credit" for OfficeSuite UC[®] Service shall be calculated as follows: Port Availability, Latency, Packet Delivery and Jitter, for any given month, OfficeSuite UC[®] Customers may request an "Outage Credit" of 5% of the applicable MRC for each calendar day in which affected OfficeSuite UC[®] Port(s) fail(s) to conform for thirty (30) minutes or more, with the SLA objective criteria set forth above. In no event shall Broadview's liability for an Outage exceed one hundred (100%) of the MRC for the affected MRC(s).
- (c) Because a service interruption can affect several SLA's at the same time, Company shall only issue an "Outage Credit" for one (1) missed SLA objective for availability on the same port within the same calendar month. If Customer is utilizing Company's Dedicated Internet Access Service ("DIA") with its OfficeSuite UC[®] Service and Customer experiences an Outage impacting both OfficeSuite UC[®] and DIA Services, Customer shall only be entitled to seek a single "Outage Credit" pursuant to this Schedule.

(d) Customer shall not receive an "Outage Credit" if the Outage is: (i) caused by Customer or others authorized by Customer to use the OfficeSuite UC[®] Service under the Agreement, including the failure to comply with all installation requirements including environmental requirements for the applicable equipment; (ii) due to the failure of power, facilities, equipment, systems or connections not provided by Company; (iii) the result of network maintenance activity, or (iv) due to a Force Majeure event as defined in the Agreement; (v) due to bandwidth saturation or other resource exhaustion or outage caused by malicious traffic such as Viruses, Worms, Trojan horses, Denial of Service (DOS) attacks, etc; (vi) due to service suspension for non-payment; or (vii) the customer is in breach of its obligations under the Agreement; or (viii) customer knowingly or unknowingly attempts to alter or manipulate QoS policies, routing or signaling protocols, or other parameters necessary to the Service. Customer's exclusive remedy for failure to achieve any of the SLA objectives contained herein shall be Outage Credits on Customer's monthly invoice.

For OfficeSuite UC[®] Professional Customers ONLY:

OfficeSuite UC[®] Professional 30-Day Money-Back Guarantee: If you are unsatisfied with the quality of our service, have opened a trouble ticket with us, allowed us to troubleshoot the issue, and it is not resolved to your satisfaction, you may return the phones and related equipment within the first 30 days after installation without Early Termination Fees including the Handset Return Fee(s).* Until the phones are returned, you will still be responsible for monthly service fees and applicable usage charge, including charges for international minutes. This guarantee is available only to Customers who port local numbers to OfficeSuite UC[®], and, within the 30-day period, return equipment in new condition following Broadview's shipping instructions. Only one Satisfaction Guarantee per Customer. Guarantee does not apply to temporary service, including use in a construction trailer, conference/convention or political campaign office(s). Customer is responsible for shipping, handling and, if Broadview installed the OfficeSuite UC[®] service, the full price of the installation charges. Up to 20 stations and only available on OfficeSuite UC[®] Professional.