



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

## **Product-Specific Terms & Conditions**

### **Broadspeed<sup>®</sup> Long Distance**

**(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 twenty-four (24) 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 service prior to Broadview Networks performing required loop tests and subsequent turn-up of the customer specific dedicated facilities, the customer will be liable for a nonrecurring charge of **\$1,500.00** per dedicated facility.
- (b) If the customer cancels service after Broadview Networks has performed required loop tests and subsequent turn-up of the customer specific dedicated facilities but before the receipt of the first Broadview Networks bill for said services, the customer will be liable for a nonrecurring charge of **\$2,500.00** per dedicated facility.
- (c) If Customer terminates Broadspeed<sup>®</sup> Long Distance Service, in whole or in part, or if Company terminates Broadspeed<sup>®</sup> Long Distance 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.
- (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 a circuit, Customer shall provide written notice to Company using a Company-provided Letter of Disconnect (available at [www.ecareenterprise.com](http://www.ecareenterprise.com)), which shall be effective thirty (30) days from the date of Company's receipt thereof.



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### **Customer Obligations:**

- (a) Customers are obligated to pay Broadview Networks a minimum of \$250 in usage charges each month.
- (b) 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 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 \$100/hr, 1 hr. minimum, plus the cost of the materials.

### **Service Credits:**

- (a) Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which Broadspeed<sup>®</sup> Dynamic 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 Broadspeed<sup>®</sup> Dynamic 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 Customer's right to the "Outage Credit".
- (b) The amount of any applicable "Outage Credit" for Broadspeed<sup>®</sup> Dynamic Service shall be calculated as follows: Port Availability, Latency, Packet Delivery and Jitter, for any given month, Broadspeed<sup>®</sup> Dynamic Customers may request an "Outage Credit" of 5% of the applicable MRC for each calendar day in which affected Broadspeed<sup>®</sup> Dynamic 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.
- (d) Customer shall not receive an "Outage Credit" if the Outage is: (i) caused by Customer or others authorized by Customer to use the Broadspeed<sup>®</sup> Dynamic Service under the Agreement, including the failure to comply with all installation requirements including environmental requirements for the applicable equipment; (ii)



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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.