



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

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

### **FRONTLINE MPLS VPN 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) Service Provided with Access.**

###### **Cancellation Fee for Frontline MPLS/VPN over Dedicated Internet Access (DS3)**

If Customer cancels an order for Frontline MPLS VPN Service before Company has accepted a circuit on Customer's behalf, Customer shall be subject to a \$4,000 Order Cancellation Fee for each canceled circuit.

###### **Cancellation Fee for Frontline MPLS/VPN (All Other Transports)**

If Customer cancels an order for Frontline MPLS VPN Service before Company has accepted a circuit on Customer's behalf, Customer shall be subject to a \$4,000 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 Frontline MPLS VPN Service multiplied by the number of months remaining in the then-current Term.

If Customer terminates Frontline MPLS VPN Service, in whole or in part, or if Company terminates Frontline MPLS VPN Service for Cause, before the expiration of the Term, Customer shall be subject to an Early Cancellation Fee for each



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

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 [www.ecareenterprise.com](http://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 Frontline MPLS VPN 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). Networking protocol must be TCP/IP. Customer must supply own Ethernet hub 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 hubs to the CPE nor configure PC's to work on a network.
- (b) 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.



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

### **Installation:**

- (a) **Frontline MPLS VPN Service Generally:** Due date for service is approximately sixty (60) business days from the date of the order unless the transport type is DS3 which shall 120 days from the date of the order. Customer must accept both MPLS and VPN services on the installation date or no services will be provisioned and Customer will be assessed \$149 Missed Appointment Fee.
- (b) MPLS Port price includes Private IP services only. Public Internet access is available as a bundle. See BSI order form. All MPLS services are provisioned on a dedicated facility from Broadview Networks collocation to customer premises. Signaling is B8ZS. Dedicated facility is a 0 mile loop. Additional charges apply for any mileage over 0 miles.
- (c) MPLS port price includes free use of Broadview-owned IP Router for duration of contract term, on 1.5 Mb/s, 3.0 Mb/s, 4.5 Mb/s & 6.0 Mb/s ports only. CPE needed for bandwidths higher than 6.0 Mb/s, VoIP applications, & any other MPLS ports requiring "managed equipment" will be priced separately. Standard router configuration is for data services only, with one static, routable IP address and Network Address Translation (NAT) enabled.
- (d) If a service location's address is outside the on-net footprint, customized off-net pricing must be provided in the "Port Speed" section for that location.
- (e) Up to 4 CoS are included with MPLS service. One priority CoS and one best effort are included as standard. Two additional priority CoS can be added if required.
- (f) **For DS3 Transport Customers:** Internet port is provisioned on a dedicated T3 facility from Customer premises to nearest Broadview Networks Fiber Node and then transported via Sonet backbone to BVN Data Center/Internet Access Central Office and to the Public Internet.
- (g) **Switched Ethernet Transport option:**
  - 1. Due date for service is approximately 120 days from the date of order. Customer must accept the Internet Access services on installation date or customer will be assessed Missed Appointment Fee and billing will commence.
  - 2. If Internet is selected, port is provisioned via Ethernet facility from Demarc to the Public Internet. This includes fiber local loop to a port and 100 Mbps commitment of IP hand-off, rate limited to the chosen speed.
  - 3. Construction costs may apply.

### **Service Level Agreement.**



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

The following criteria will apply to all 1.544 Mbps or higher MPLS IP VPN (“MPLS”) port customers with a minimum one-year term commitment on the Broadview Networks (“Broadview”) FrontLine® MPLS platform:

**Port Availability.** Is a measurement of the total time that MPLS Service is operative when measured over a thirty (30) day month (or 720 hour) period (hereinafter “Month”). MPLS Service is considered inoperative when Customer cannot exchange IP Packets over the Broadview MPLS network via Customer access port. Port availability objective for MPLS Service is 99.99%.

**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 MPLS network is for an average round trip time of 45 ms.

**Packet Delivery.** Is the successful delivery of packets between any two (2) customer ports on the Broadview MPLS network, measured by the percentage of 100 byte packets delivered at 5 iterations of 100 trials, averaged over a Month. Packet Delivery objective by CoS Profiles will be 99.75%.

**Jitter.** Is a measurement of the standard deviation (packet delay) of latency averaged over a Month, required for an IP packet (100 bytes) to travel between “Core” IP POP’s. Jitter objective on the Broadview MPLS network is for packet deviation (delay) not to exceed 15 ms.

**Outage Credits.** Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which MPLS 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 MPLS Service for testing if requested by Broadview. In the event of Broadview failing to conform to SLA objectives set forth above, Customer shall be entitled to an “Outage Credit” upon request. Broadview 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 Broadview 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”. The amount of any applicable “Outage Credit” for MPLS Service shall be calculated as follows:

- a) Port Availability, Latency, Packet Delivery & Jitter, for any given month, MPLS Customers may request an “Outage Credit” of 5% of the applicable monthly recurring charge (“MRC”) for each calendar day in which affected MPLS Port(s) fails to conform for thirty (30) minutes or more, with the SLA objective criteria set forth above.
- b) In no event shall Broadview liability for “Outage Credits” exceed 100% of the affected MRC(s).



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

- c) Because a service interruption can affect several SLA's at the same time, Broadview 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 Broadview's Dedicated Internet Access Service ("DIA") with its MPLS Service and Customer experiences an Outage impacting both MPLS and DIA Services, Customer shall only be entitled to seek a single "Outage Credit" pursuant to this Schedule.

**Exceptions.** Customer shall not receive an "Outage Credit" if the Outage is: (i) caused by Customer or others authorized by Customer to use the MPLS 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 Broadview; (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.