



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

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

### **DIGITAL VOICE LINE 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.**

Termination Prior to Initial Bill for Digital Voice Line only.

If customer cancels service prior to the Effective Date, Customer shall incur a five hundred dollar (\$500) cancellation fee.

If Customer cancels an order for Digital Voice Line 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 Digital Voice Line Service multiplied by the number of months remaining in the then-current Term.

If Customer terminates Digital Voice Line Service, in whole or in part, or if Company terminates Digital Voice Line 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.



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

- (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 Digital Voice Line 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:**

**911 Policy for Digital Voice Line only.**

Upon initial set-up Broadview will enter the customer provided address for 911 routing. If the customer moves the service to another location it is their responsibility to contact Broadview to change the address in the 911 database. If the location is not updated, it's possible that the 911 calls will be routed to the emergency center nearest to the previous address. 911 service will not work in the event of a broadband or power outage, unless the broadband device (cable modem) and analog terminal adapter (ATA) are connected to an uninterruptable power supply (UPS), and only within the interval of power available from the UPS. Broadview relies on third parties to assist us in routing 911 dialing calls to local emergency response centers. We are neither liable nor responsible if the data used by a third party to route calls is incorrect or produces an incorrect response or results in the delay of the delivery of emergency services.

**Installation:**

**Services:**

1. Sale of Digital Voice Line services is contingent upon Customer subscribing to Broadview Networks local, regional, and long distance and continuing to subscribe to these services throughout the service term.



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

2. Extending the point of demarcation for service and/or cross-connects into customer provided equipment ("CPE") are subject to standard Broadview inside wiring charges. Use of some features subject to the capabilities of customer's equipment. Broadview Networks is not responsible for any termination charges/fees that may be generated by customer's current carrier as a result of this order, unless otherwise noted.

#### Cable Modem:

1. Service is not assured until Service is installed and operable.
2. Cable service is a "commercially reasonable effort", meaning that Broadview does not guarantee any bandwidth or speeds.
3. If technician is turned away at customer premise at time of cable modem delivery, customer will incur a \$75 rescheduling fee.

#### Service Quality:

- (a) Service Level Assurance for Data Products (not MPLS or FlexConnect):  
Company's Network Availability Objective is to make the Company network available to its eligible Dedicated Service(s) Customers 99.9% of the time, subject to the conditions and restrictions set forth below.

This *Network Availability Objective* covers all Company Managed: (1) Dedicated Services & Facilities (including access). (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 Dedicated 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



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

invoice. In no event shall Broadview liability for "Outage Credits" exceed one hundred percent (100%) of the affected MRC(s).

- (b) Port Availability for Digital Voice Line and SIP services (not CPA): Is a measurement of the total time that Digital Voice Line or SIP Service is operative when measured over a thirty (30) day month (or 720 hour) period (hereinafter "Month"). Digital Voice Line or SIP Service is considered inoperative when Customer cannot exchange IP Packets over the Broadview Digital Voice Line or SIP network. Port Availability objective is 99.9%.
- (c) Latency for Digital Voice Line and SIP services (not CPA): 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 Digital Voice Line or SIP network is for an average round trip time of forty-five (45) ms.
- (d) Packet Delivery for Digital Voice Line or SIP and SIP services (not CPA): Packet delivery is the successful delivery of packets between any two (2) customer ports on the Company Digital Voice Line or SIP 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%.
- (e) Jitter for Digital Voice Line and SIP services (not CPA): 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.

#### **Service Credits:**

- (a) Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which Digital Voice Line 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 Digital Voice Line 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".



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

(b) The amount of any applicable "Outage Credit" for Digital Voice Line Service shall be calculated as follows: Port Availability, Latency, Packet Delivery and Jitter, for any given month, Digital Voice Line Customers may request an "Outage Credit" of 5% of the applicable MRC for each calendar day in which affected Digital Voice Line 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 Digital Voice Line Service and Customer experiences an Outage impacting both Digital Voice Line 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 Digital Voice Line 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.