



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

Product-Specific Terms & Conditions

Broadspeed[®] Lit Building

(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 service prior to Broadview Networks performing required loop tests and subsequent turn up of the customer specific dedicated facility, the customer will be liable for a nonrecurring charge of \$400.00 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 facility but before the receipt of the first Broadview Networks bill for said services, the customer will be liable for a nonrecurring charge of \$400.00 per dedicated facility.
- (c) If Customer discontinues Service, in whole or in part, after the effective date of this Agreement, but before expiration of the term of the applicable order(s), the Customer is then liable to Broadview Networks for an amount equal to the Monthly Recurring Charge times the remaining months in the unexpired contract term.
- (d) On discontinuance, such amount shall become immediately due and payable to Broadview Networks.

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 on the Broadview Networks' Terms and Conditions Page), which shall be effective thirty (30) days from the date of Company's receipt thereof.



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(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[®] Lit Building 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) Service is provided to Customer via Ethernet handoff.
- (b) If CPE is installed it remains the property of Broadview Networks. Broadview Networks does not connect PC's and/or hubs to the CPE nor configure PC's to work on a network. Networking protocol must be TCP/IP.
- (c) Customer must supply own Ethernet hub or router and connect it to the Broadview Networks 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), Pentium II processor or better, 350 MHz or better, and 64 MB of RAM. Broadview Networks supports the following Operating Systems: MS Windows 95, 98, 2000, NT, ME, XP, Vista, and Apple Mac OS. Any Operating Systems not listed are the responsibility of the customer (e.g. Unix, Linux).

Installation:

1. **Broadspeed[®] Lit Building Service Generally:** Due date for service is approximately 15 business days from date of order. Customer must accept Internet Access services on installation date or customer will be assessed a \$149.00 Missed Appointment Fee.
2. **Demarc Extension/Inside Wiring**
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 \$75 per 30 minute increment(s), 1 hr. minimum, plus the cost of materials.

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



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

Service Credits:

(a) Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which OfficeSuite[®] 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[®] 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[®] Service shall be calculated as follows: Port Availability, Latency, Packet Delivery and Jitter, for any given month, OfficeSuite[®] Customers may request an "Outage Credit" of 5% of the applicable MRC for each calendar day in which affected OfficeSuite[®] 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).



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(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[®] Service and Customer experiences an Outage impacting both OfficeSuite[®] 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[®] 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.