



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

Product-Specific Terms & Conditions

HIGH BANDWIDTH INTEGRATED 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.

If Customer cancels an order for High Bandwidth Integrated 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 High Bandwidth Integrated Service multiplied by the number of months remaining in the then-current Term.

If Customer terminates High Bandwidth Integrated Service, in whole or in part, or if Company terminates High Bandwidth Integrated 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.

(b) Service Provided without Access.

If Customer terminates High Bandwidth Integrated Service, in whole or in part, or if Company terminates High Bandwidth Integrated 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.



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- (c) 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), 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 High Bandwidth Integrated 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.

Installation:

- (a) **High Bandwidth Integrated Service:** Due date for service is approximately one hundred and twenty (120) days from the date of the order. Customer must accept the Internet Access services on installation date or Customer will be assessed a \$149 Missed Appointment Fee and billing will commence. If Internet is selected, the port is provisioned via the Ethernet facility from the Demarc to the Public Internet. This includes fiber local loop to the port and a 100 Mbps commitment of IP hand-off, rate limited to the chosen speed. Construction costs may apply.
- (b) **Construction Requirements:** Within five (5) to fifteen (15) business days of Order acceptance, a Broadview contractor will conduct a site survey of your facility. The site survey is performed to evaluate fiber into the building and availability of conduit to your suite. If the site survey discovers that outside construction is required for fiber connection to your building, a Broadview contractor will evaluate these costs and notify you of any additional non-recurring charges that will be passed on to you. Likewise, Broadview's contractor will determine if conduit is available to your suite or data room. If existing conduit is not available, Broadview's contractor will deliver an End User Contingency Requirements (EUCR) list to you. The EUCR list will describe the requirements you will be responsible for completing prior to Broadview moving forward with the order. In both of these scenarios, extra cost for construction



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of outside facilities and/or inside conduit will be the sole responsibility of the Customer. The Customer will have ten (10) days from the date the survey results are given to Customer to either; 1) accept any necessary construction costs required to deliver service, or 2) provide to Broadview a written commitment for End User Contingency Requirements completion, or 3) Cancel the order.

Services:

- (a) Monthly fees for High Bandwidth Integrated Service include up to eight (8) static routable IP addresses at no additional charge.
- (b) Allowance Plan Overage Rate (in excess of purchased allowance) is \$0.029 per minute.

Service Level Assurance:

Service Level Assurance: Service will be delivered at 99.9% network availability as measured from the CPE to Broadview's Gateway connection(s) to the public Internet. If Customer experiences a total service outage of all Internet connectivity of 30 minutes or more in a calendar day, Customer is eligible to request a credit of 5% of the monthly rate for each day an outage occurs, not to exceed 100% in a single month. Customer must initiate a trouble ticket at time of outage to be eligible for service credit. Network Availability Guarantee includes any Broadview-supplied CPE still under warranty. Excluded are scheduled maintenance, any acts or omissions of third parties over whom Broadview exercises no control, Customer equipment, and any acts or omissions of the Customer whether willful or negligent that result in a Service Outage. Minimum response times for network service interruptions are one (1) hour for major system failure defined as lack of network connectivity at any site along the network service connection and Broadview will dispatch technical support and four (4) hours for service interruptions other than loss of network.