



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

Product-Specific Terms & Conditions

BROADSPEED[®] POINT TO POINT 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.

Dedicated Internet Access DS3 ("DS3")

If Customer cancels an order for Broadspeed[®] Point to Point over DS3 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.

All Other Transports

If Customer cancels an order for Broadspeed[®] Point to Point 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 Broadspeed Point to Point Service multiplied by the number of months remaining in the then-current Term.

If Customer terminates Broadspeed[®] Point to Point Service, in whole or in part, or if Company terminates Broadspeed[®] Point to Point 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.



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

If Customer terminates Broadspeed[®] Point to Point Service, in whole or in part, or if Company terminates Broadspeed[®] Point to Point 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.

- (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 on the Broadview Networks' Terms and Conditions Page), 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 Broadspeed Point to Point 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:

Dedicated Internet Access DS3

1. Due date for service is approximately 90 business days from date of order. Customer must accept Internet Access services on installation date or customer will be assessed Missed Appointment Fee and billing will commence.
2. 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.

DS3 Requirements for Data Customer's Site and Equipment.

Customer must supply 120 VAC receptacle for Customer Premises Equipment (CPE). CPE 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. Customer must supply own Ethernet hub or router and connect it to the Broadview Networks CPE and ensure there is an available port.



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

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.

Each PC MUST have a Network Interface Controller (NIC) card installed (Customer must supply and install NIC card if missing). Broadview Networks does not support Customer's PC's or LAN unless contracted separately via Professional Services Agreement.