



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

Product-Specific Terms & Conditions

DSL 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.

If Customer cancels DSL order prior to the effective date, Customer is subject to a \$95 Order Cancellation Fee.

(b) If Customer discontinues any DSL service, in whole or in part, after the effective date of this Agreement, but before expiration of the term of Customer's Agreement (the Agreement Period), the Customer is liable to Broadview Networks in an amount equal to \$400 to be charged to the credit card obtained at time of sale (Early Termination Fee).

(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 DSL Services. For equipment not returned, Customer shall be liable for the full retail value or, in Company's discretion, the



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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.

Installation:

DSL Service Generally:

1. Sale of DSL services is contingent upon Customer first subscribing to Broadview Networks local and/or long distance services and continuing subscribing to these services throughout the term of this contract. Provision of desired level of service is subject to availability. In the event desired speed is not available to Customer, Customer shall receive the next achievable speed. Access services are for retail customers only. These services shall not be used by Internet Service Providers (ISPs) as access. Provision of IP Addresses is governed by the terms of the Broadview Networks IP Address Request Form found at www.broadviewnet.com/contracts
2. Due date for DSL service is approximately 20-25 business days from date of order.
3. Subject to availability. Speed subject to testing at final installation. Retail services only - not to be used as access for ISPs.
4. DSL service includes 10 email (Broadviewnet.net) addresses (30MB each), and 1 dial up account.