



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

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

### **BROADVIEW PRI 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:**

##### **Cancellation Fee (DS3)**

- (a) If Customer cancels an order for Broadview PRI Service over a Dedicated Internet Access DS3 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.

##### **Cancellation Fee All Other Transports**

- (b) If Customer cancels an order for Broadview PRI 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 Broadview PRI Service multiplied by the number of months remaining in the then-current Term.

If Customer terminates Broadview PRI Service, in whole or in part, or if Company terminates Broadview PRI 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.



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**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 Broadview PRI 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:**

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.

**Services:**

- (a) **Service for Broadview Voice T-1, PRI, and Channel Bank.**  
Sale of VT-1/PRI/Channel Bank services is contingent upon Customer subscribing to Broadview Networks local and long distance services. Provision of service is subject to availability. Access services are for retail customers only.
- (b) Flat Rate Local Plan(s) includes up to 100,000 minutes of local calling.
- (c) Flat Rate Local Plan(s) and Call by Call Feature not available in: WI, IN, IL, OH, MI, ME, VT, CT (Lata 920), and parts of NY (Latas-133/138/974) and PA (Latas 232/230/924/234)
- (d) 100k Allowance Plan(s) is not available in ME



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- (e) **Measured Service for Broadview Voice and PRI Service.**  
\$150.00 minimum usage requirement per month applies per circuit whenever Measured with MUG plan is selected.
- (f) **Flat Rate and Allowance Service for Broadview Voice T-1, PRI, and Channel Bank.**  
Customers who exceed the Allowance per VT-1/PRI/Channel Bank per month will be charged the above Overage per minute rate. This service is available only to business customers and is only for voice use. Customers using auto dialers, telemarketing applications or switching equipment are not eligible to receive this plan. Customers who violate the restrictions on use or Customers who exceed the Flat Rate/Allowance per VT-1/PRI/Channel Bank for three (3) consecutive months may have their rates adjusted to the Standard Measured Plan.
- (g) **For DS3 Transport Customers:** 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.
- (h) **DS3 Transport Customers:** Due date for service is approximately 120 days from date of order. Customer must accept both voice and data services on installation date or no services will be provisioned and customer will be assessed \$149 Missed Appointment Fee.

### **Terms and Conditions for PRI delivered via Customer Provided Access ("CPA")**

#### **Statement of Work**

- 1. **Customer Responsibilities**
  - a. Maintain the IAD in a secure, conditioned space with access to power in accordance with vendor specifications.
  - b. Open UDP port 5060 on firewall to allow SIP signaling to Broadview Network.
  - c. Provide a mutually acceptable means to remotely access the IAD through firewall, Broadview requires access to the IAD to perform repairs and download software updates.
  - d. Public to Private Address Translation (NAT).
  - e. Customer LAN:
    - 1. May not be equipped with Ethernet HUB's or Wireless Switches.
    - 2. Must be 100 Mb or 1000 Mb with full Duplex switching.
  - f. PRI CPA as a failover option: When primary PRI is provided by another carrier, it is the customer's responsibility to re-direct inbound and outbound traffic to Broadview's PRI.
  - g. If Broadview PRI CPA is acting as a failover option for a PRI from another carrier ensure that the number assigned by Broadview is loaded into your PBX's



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inbound dial plan. This number must match your existing main number inbound dial plan, so that in the event of a failover, calls will be received as normal.

- h. If Broadview PRI CPA is acting as a failover option for a PRI from another carrier, and in the event of a failover, it is customer's responsibility to re-direct inbound and outbound traffic to Broadview's PRI.
2. **Broadview Responsibilities**
- a. Broadview will deliver the Cisco Integrated Access Device (IAD) to the customer specified address. The IAD will be pre-configured as follows:
    - All outbound traffic will be marked for the highest priority (DSCP 46)
    - Program Static IP address.
    - Configure DHCP if requested by customer.
    - Provision the number of simultaneous call capacity (SCC) requested by customer on the order.

Provide up to 1 hour of phone support during installation.

Diagnose problems with the Broadview provided Integrated Access Device (IAD) and attempt to isolate IAD from other potential causes of the trouble.

Failover: When the primary PRI is provided by Broadview, Broadview will configure the same Dialed Number Identification Service (DNIS) on the back-up circuit, so that calls will route to the back-up PRI in the event of a failure on the primary PRI.

### **Exclusions**

Broadview Networks is under no obligation to assist the customer with deficiencies with third-party broadband, such as latency, jitter and packet loss. The customer is instructed to hire and retain an IT professional to address call delivery problems. If the customer chooses to purchase professional services from Broadview Networks, the scope and warranties for that work are spelled out separately in that contract. Broadview Networks is under no obligation to discover or resolve problems with the customer's LAN, third-party broadband connection, or data networking equipment not provided by Broadview Networks.

If necessary, to make the final determination of responsibility, Broadview Networks will require to customer test the connection between their ISDN Switch and Broadview IAD. If the connection performs correctly, the responsibility for fixing the problem will be the customer's. Broadview will be responsible for testing between Broadview switch, Session Border Controller and IAD. If this test indicates increased packet loss, jitter, or less than sufficient throughput capacity, the responsibility for fixing those problems will be the customer's. Loss, jitter, inadequate throughput capacity are a function of the customer's LAN, WAN, routers, switches, firewalls, configurations, etc.

### **SPECIAL PROVISIONS FOR Broadview PRI delivered over Fiber To The Internet ("FTTI") Transport**

#### **EUSA TERMS:**



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**A. NO WARRANTIES.** WE DO NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE PROVISIONING, PERFORMANCE AND SPEED OF THE SERVICE ARE SUBJECT TO CIRCUIT OR OTHER NETWORK FACILITY AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, LOOP LENGTH AND CONDITION, THE CONDITION OF WIRING INSIDE YOUR LOCATION, COMPUTER OR DEVICE CONFIGURATIONS AND CAPABILITIES, AS WELL AS NETWORK OR INTERNET CONGESTION, AMONG OTHER FACTORS. IN THE EVENT YOUR SERVICE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR WE SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY EQUIPMENT PROVIDED TO YOU). WE DO NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY US WILL MEET YOUR NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.

ADVICE OR INFORMATION GIVEN BY US OR ANY OF OUR REPRESENTATIVES, SUPPLIERS, SUBCONTRACTORS OR AGENTS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS AND SUPPLIERS, SHALL NOT CREATE A WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, WE AND EACH OF OUR AGENTS, THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM, WITH RESPECT TO ALL SERVICES, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. YOU AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**B. Third Party Beneficiaries.** YOU AGREE THAT ALL OF OUR RIGHTS, LIMITATIONS AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO AND MAY BE EXERCISED OR ENFORCED BY OUR THIRD PARTY



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LICENSORS, PROVIDERS, SUBCONTRACTORS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

**C. Use of Service.** You acknowledge and agree that you are solely responsible for all use of the Service (including without limitation the use of any assigned IP addresses and any secondary or sub-accounts associated with a primary account) and the manner in which the Service is used by you or anyone who uses the Service, with or without your permission. If you use a wireless router or similar device, you are responsible for securing your wireless network and for any use of the Service via your wireless network. You may not resell, re-provision or rent the Service to third parties (either for a fee or without charge) or allow third parties to use the Service via wired, wireless or other means. For example, you may not provide Internet access to third parties through a wired or wireless connection or use the Service to facilitate public Internet access (such as through a Wi-Fi hotspot). You may connect multiple computers/devices within a single office location to your Service router to access the Service, but only through a single account and the IP address(es) obtained from Us, and only for use by you and your Company.

You agree not to use, or permit others to use, the Service in ways that (i) violate any law or applicable regulation, this Agreement (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment and software of our network or other networks. By way of example and not limitation, you agree not to distribute unsolicited advertising, chain letters or other unsolicited bulk electronic mail (i.e., spam); propagate computer worms, destructive programs or denial of service attacks or viruses; use a false identity; attempt to gain unauthorized entry to other computers, data or any site or network; distribute or store child pornography; distribute obscene or defamatory material over the Internet; or infringe copyrights, trademarks or other intellectual property rights. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service. We reserve the right in our sole discretion to restrict, suspend or terminate your Service (or any portion thereof), with or without notice, if use of the Service by you or anyone using it, in our sole judgment, violates this Agreement, is unlawful or adversely affects or threatens our network or service, suppliers, contractors, other users or employees, including but not limited to, use that is prohibited or that generates excessive Internet traffic or emails.

You agree to comply with the terms of service that apply to any websites or other services you access on the Internet and agree that the third party provider of such services (and not us) is solely responsible for the delivery of its services(s) to you and your use of



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them. Third party services include, but are not limited to, portal, music, video, auction, security, financial, gaming, storage and photography services. You further agree to indemnify, defend and hold us harmless from and against any claims or liabilities that may result from your use of such third party services.

You acknowledge and agree that the reliability, availability and performance of data or services accessed through the Internet or other services connected or linked to the Service are beyond our control and are not in any way warranted or supported by us, our subcontractors or suppliers. You also agree to provide us with the access and support required to allow us to implement, maintain and provide the Services. We may take any action we deem appropriate, in our sole discretion, to maintain the high quality of our Service and to protect others and ourselves. In addition, you agree that your use of the Service and the Internet is solely at your own risk.

- D. Entry to Your Service Location.** You agree to allow us, including our suppliers and subcontractors, to enter your business during normal business hours by appointment to perform necessary activities related to the installation, inspection, repair, replacement or disconnection of our Service and equipment. You will allow us to make attachments and connections that are necessary to provide Service to you. If you are not the owner of the premises to be entered, you must supply proof that you are authorized to allow work to be done on such premises.
- E. Indemnification.** You agree to indemnify us and hold us harmless for any damages, costs, liabilities and attorneys' fees we incur from any claim arising from your use of the Services, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of the Services with other products or services not provided by us, any modification of the Services, or any breach of this Agreement by you. In such event, you agree to conduct the defense and have control of the litigation and settlement, if any. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without our prior written consent. As the indemnifying party, you may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the prior written permission of the indemnified party.
- F. Providing Information about You in Response to Legal Process.** We reserve the right to provide information about your account and your use of the Service to our suppliers as well as to any other third parties as required or permitted by law (such as in response to a



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subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, providing information about your account, usage of Service and monitoring of the network consistent with applicable law. We may also report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any appropriate information including the identity of users, account information, images and other facts to law enforcement and the National Center for Missing and Exploited Children.

#### **G. Equipment; Service Changes, Performance; Backup and Maintenance.**

(i) **Equipment.** You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including without limitation any necessary system or software updates, patches or other fixes, which are or may become necessary to access the Service, and to operate your computer. The preceding obligations apply regardless of whether we or a third party provided the software or hardware to you. Only the manufacturer's warranties included with any hardware or software provided by us shall apply. Hardware (routers or other equipment) provided is new or fully inspected and tested return unit under full warranty.

(ii) **Service Performance.** You understand that fiber bandwidth is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g., streaming media or downloading larger files), as well as based on network congestion and the speed of servers you access on the Internet, among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration the condition of the wiring inside your location, among other factors. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.





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(iii) **Monitoring System Performance.** We may measure and monitor the performance of your Internet connection and usage levels in order to maintain and improve the level of Service. You agree to permit us to access your computer's settings in the event you request and we agree to provide customized technical support. You agree to permit us to access your computer and equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to our monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer and settings, as they relate to the Service or other services, which we may offer from time to time.

(iv) **Changes to Service.** We reserve the right to change the Service (or any part thereof) at any time with or without notice to you, including but not limited to available speeds and speed combinations, features, configurations, usage structure or levels, pricing methodology and other terms. If such a change materially and adversely affects your current access, usage or cost of Service, and we cannot reasonably mitigate its impact, then as your sole and exclusive remedy, you may terminate the Service without further obligation.

H. **IP Addresses.** If we deem it necessary, you may be required to renumber the IP addresses assigned to you by us. Upon expiration, cancellation or termination of Service at your Service location for any reason, you agree to return to us any IP addresses or address blocks that we assigned to you.

I. **Limitation of Liability.** IN NO EVENT SHALL WE, OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE TO YOU FOR (A) ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY THIRD PARTY.



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J. **Limitation of Damages.** OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY NON-INSTALLATION, SECURITY BREACH, DELAY, FAILURE OR DISRUPTION OF SERVICES PROVIDED, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL TAXES) YOU HAVE PAID TO US FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THESE JURISDICTIONS OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### K. **Acceptable Use Policy**

(i) **General Policy:** We reserve the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates our policies or those of our subcontractors or vendors, is objectionable or unlawful, interferes with the functioning or any other person's use of the Internet, our network, or the networks of our subcontractors or vendors, or violates the terms of this Agreement or applicable law.

(ii) **Specific Examples of AUP Violations.** The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section K(i), it is a violation of the Agreement to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of us, or subcontractors or suppliers, or any other entity, or to penetrate the security measures of us or our subcontractors or suppliers or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (f) generate excessive amounts of email or other Internet traffic; (g) use the



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Service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (h) download or use the Service in countries prohibited by applicable law.

(iii) **Copyright Infringement/Repeat Infringer Policy.** Neither you or anyone using the Service may store any material or use our systems or servers (or systems or servers of our subcontractors or suppliers) in any manner that constitutes an infringement of any intellectual property rights of us, our subcontractors or suppliers, or any other third party, including under U.S. copyright law. You understand and agree that any and all use of the Service is subject to such measures (including without limitation suspension and/or termination of Service) as we may implement in our discretion from time to time to ensure compliance with intellectual property rights, U.S. copyright law, and other applicable laws. These policies are in addition to and do not affect or modify any other rights we or our subcontractors or suppliers may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please contact us.

(iv) We and our subcontractors and suppliers may, but are not required to, monitor your compliance, and the compliance of other subscribers and users, with the terms, conditions or policies of this Agreement. You acknowledge that we and our subcontractors and suppliers shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

L. We in our sole discretion from time to time may update and/or modify the Terms of this Agreement by providing notice to you and/or by posting changes on our website at <http://www.broadviewnet.com/About-Broadview-Networks/customer-terms-conditions> or any successor location on our website.



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**Termination.**

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 applicable Monthly Recurring Charge times the remaining months in the unexpired contract term.

On discontinuance, such amount shall become immediately due and payable to Broadview Networks ("Broadview"). In the event Customer elects to disconnect a circuit, Customer shall provide written notice to Broadview in the form of a Company-provided Letter of Disconnect, which shall be effective thirty (30) days from the date of Broadview's receipt.

Customer shall ship equipment to Broadview or schedule Broadview in writing to reclaim equipment from Customer's premises within three (3) days of service disconnect. Customer is liable for full retail purchase value or in Broadview's discretion, the replacement value of any Broadview-owned equipment not returned/recovered within 20 calendar days of service disconnect.

**Termination Prior to Initial Bill.**

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