



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

Product-Specific Terms & Conditions

ZOOM[®] 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 Zoom[®] 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 Zoom[®] Service multiplied by the number of months remaining in the then-current Term.

If Customer terminates Zoom[®] Service, in whole or in part, or if Company terminates Zoom[®] 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) Order Cancellation and Early Cancellation Fees shall be immediately due and payable upon order cancellation or Service Termination.

Termination:



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- (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 Zoom[®] 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) 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.
- (b) 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.

Installation:

Services are said to be within operating parameters if the CPE trains to within 20% of purchased bandwidth (+/- 20%). If CPE will not train to within 20% of ordered bandwidth, Customer will be provisioned at the maximum possible bandwidth supported by their installation and their price plan will be reduced to the next lower bandwidth selection. If, at time of installation, a buyer refuses to accept service because it is not within 20% of the ordered bandwidth, Broadview will attempt to maximize bandwidth using reasonable means. If CPE still does not train to within 20% of ordered bandwidth and buyer refuses to accept service at the lower purchased bandwidth and price, then a cancellation fee will apply and the service will be disconnected.



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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 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) Zoom[®] Customers may request an "Outage Credit" of 5% of the applicable MRC for each calendar day in which affected Zoom[®] 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).
- (b) 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 Zoom[®] Service and Customer experiences an Outage impacting both Zoom[®] and DIA Services, Customer shall only be entitled to seek a single "Outage Credit" pursuant to this Schedule.



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- (c) Customer shall not receive an "Outage Credit" if the Outage is: (i) caused by Customer or others authorized by Customer to use the Zoom[®] 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.