

T3, T1, SDSL and ADSL Installation Process

This document is incorporated by reference into the underlying agreement (“Agreement”) that you read, understand, sign and eventually forward to us. For purposes of this document, “we” or “us” shall mean Intercom Online, Inc. (referred to as INTERCOM in the Agreement) and “you” shall mean you the client (referred to as CLIENT in the Agreement).

Intercom’s Installation Process is described below. This process can involve up to three different companies. The other companies are in partnership with Intercom to deliver broadband Internet services to you, but you will be billed only by Intercom.

Your Order will be processed only once we have received the properly signed Service Order, signed Terms and Conditions, and the initial payment (by check, wire, money order, or credit card).

Feel free to contact us to check on the status of your order. You can contact us at (212) 480-4076 or installations@intercom.com.

I. DSL and T1 installation process:

There are two major types of DSL services: ADSL (Asymmetric Digital Subscriber Line) and SDSL (Symmetrical Digital Subscriber Line). ADSL has greater downstream or download speeds than upstream or upload speeds (hence “asymmetric”). SDSL is intended to provide the same bandwidth in both directions. In most cases, SDSL and ADSL lines require installation of separate telephone lines (Dedicated Line Installation). In some instances and with a specific request by the customers, an ADSL line can be installed on an existing telephone line (Line Sharing Installation). T1 lines require an installation of a dedicated line.

A. Line Sharing Installation (ADSL)

In most cases, a line sharing installation does not require professional assistance because the service is based on an existing voice line. We will provide you with a self installation kit. All you are required to do is to follow the simple instructions in the kit. The self-installation kit will arrive at your location after your telephone line has been tested and approved by the telephone company. This process takes approximately two weeks after your order has been processed. Professional installation by us is available for an additional fee. Please contact our sales department for more information on professional installation of line sharing ADSL.

B. Dedicated Line Installation (ADSL, SDSL, T1)

A service which is based on a dedicated line requires a professional installation. There are three main steps in the dedicated line installation process:

1. Circuit Verification

Within three weeks after your order has been processed, one of Intercom’s installations coordinators will contact you and provide you with a date on which a technician from the local telephone company (“Local Telco”) will visit your site to check your telephone wiring. This date, which is determined by the Local Telco, is your Firm Order Commitment (FOC) date. If you wish to reschedule your FOC date, you must inform us at least two business days in advance. On the day of your FOC, the Local

Telco representatives will visit your site any time between the hours of 8 AM - 5 PM (local time), Monday through Friday, excluding holidays. It is very important that you or anyone on your behalf be present on the appointed FOC date to give the Local Telco representatives access to the building's telephone closet. If you miss the FOC date, it may take anywhere from one to three weeks to reschedule a new FOC date. In addition, you may be charged with a missed installation appointment fee of \$200.

The Local Telco will verify the bandwidth of the data circuit and will perform line quality testing. Occasionally, problems related to the wiring or the Local Telco Central Office may occur. In such instances, the Local Telco may reschedule another visit to your site, which in turn may add another week or more to the installation process, but this is at no further cost to you.

Please note that it is possible that the Local Telco representatives will perform the line installation process without your assistant. Therefore, in some instances, it is possible that you may not see or hear from the Local Telco representatives, while they are working on your line installation outside your site.

2. Inside Wiring

After completion of the Circuit Verification stage, one of Intercom's installations coordinators will contact you and provide you with your Inside Wiring (IW) Date. The IW date will be scheduled between the hours of 8 AM and 7 PM (local time), Monday through Friday, excluding holidays. Upon a specific request by you, if applicable, and subject to an additional fee, the IW date will be scheduled outside the above mention hours. If you wish to reschedule your IW date, you must inform us at least two business days on advance. On the day of your IW, Intercom's Carrier Partner technicians will visit your site to install and configure your Customer Premise Equipment (CPE). They will also make sure that your line is linked to the DSLAM (Digital Subscriber Line Access Multiplexer) located at the Local Telco Central Office.

Please note, if you fail to keep this appointment or any substitute IW appointment, you will be charged with a missed installation appointment fee of \$200 per each missed appointment and may be charged with other penalties as detailed in the Agreement.

The technicians will either bring the appropriate CPE with them or we will ship one to you in time for the IW appointment. Please note that configuration will be performed only with CPE provided by the Carrier Partner technicians or by us. Upon a special request by you, and for additional charge that would appear on your subsequent invoice, we may perform a configuration for CPE provided by you. Please contact our sales department for additional details.

3. Intercom Connects Your DSL/T1 Line to the Internet

Once Intercom's Carrier Partner notifies us that the DSL/T1 line has been successfully installed, we will notify you that your line is ready to use. If additional configuration is required we will contact you and provide you with more details. Once this process is done, the service will commence, unless otherwise agreed to between you and us or if there are technical difficulties that prevent us from providing Internet service to you that day. Please note that we are not responsible for malfunctioning, inadequate, or delayed service problems caused by any Local Telco or Carrier Partner or by your failure to provide us with accurate information. The date of commencement of services shall be reflected on your first invoice.

If you request or cause a delay in delivery of your service beyond 15 days of the original delivery date, we will invoice you for all costs resulting from the requested delay and shall deem your commencement of service for billing purposes as the original service delivery date.

Please note that Intercom cannot take responsibility for your entire internal network. Our responsibility is limited to the Demarcation Point (Demarc), which is the point at which Intercom's responsibility for providing support, SLA credit for outages, service interruptions, etc. shall terminate. For managed service customers, the Demarc is up to and including the DSL equipment. Any inside wiring from the wall jack up to the CPE is covered for no charge for up to thirty (30) days after the completion of the installation process. For non-managed service customers, the Demarc is up to the wall jack for the DSL circuit.

Note: The installation steps described above may vary, according to the installation policy of the Local Telco or Carrier Partner in your area. For instance, some Local Telco companies prefer to perform the T1 FOC and the Inside Wiring stages on the same day. In these instances, once the Local Telco or our Carrier Partner notifies us that the T1 line has been successfully installed, we would contact you and schedule a convenient date, on which one of our technical support representatives contacts you by telephone and guides you through the activation process of your T1 line.

II. Time Table for Installation Process

The complete process usually takes between three (3) to seven (7) weeks. As indicated above, installation time varies based on several factors, such as schedules provided by the telephone companies, quality of the copper wiring at your site, unavailability of wiring and more. We attempt to accomplish speedy installations; however we can make no guaranties, warranties or representations as to the pace of the installation process, because the time table for some of the installation stages is under the control of the Local Telco and the Carrier Partner. We strongly recommend that you be available on the assigned FOC and IW dates as scheduled. If you cannot be present on the dates assigned to you, please notify our Installations Department as soon as possible. Intercom's representatives will notify you by telephone or email of any new information related to the installation process.

During the installation process, the Local Telco may notify us that the installation process may be delayed, impracticable, or unfeasible due to technical issues such as the quality of the copper wiring or wiring unavailability, Central Office unavailability, distance between your site and the Local Telco Central Office, local loop non-compatibility, etc. In such instances, we will notify you and will attempt to resolve the situation expeditiously. If the problem(s) cannot be resolved within a reasonable time period [based upon industry estimations for reasonable time periods to resolve the applicable issue(s)] from that point forward, then upon request by you, we shall refund any pre-payment made by you for that line and cancel your Service Order.

Should the completion of your installation process take more than 90 days for ADSL and SDSL lines and more than 120 days for T1 lines, and such delays were not caused by you, then upon your request, we shall cancel your Service Order and refund all setup/installation fees and monthly fee pre-payments made by you, subject to the above mentioned costs resulting from delays in excess of 15 days caused by you and fees for missed appointments. In the event that there are issues related to the installation services of any Local Telco or Carrier Partner, we will make best efforts to assist you in expeditiously resolving the situation; however, you should provide any reasonable cooperation required by us in the resolution of such issues. Intercom is not responsible for malfunctioning, inadequate, or delayed service problems caused by any Local Telco, Carrier Partner, or you.

III. Internet Speed

In the event that the maximum speed available changes or the speed that you requested is not available to you for technical reasons, you shall automatically receive the next highest available service speed at the applicable monthly service fee for that service speed.

IV. Cancellation of Service Order

Cancellation of a Service Order is subject to cancellation fees per the Agreement you signed. However, cancellation of Service Order provided by you with a written notice to us before any installation steps have been taken by us [before the day of the FOC appointment] is subject to a cancellation fee of \$250.00. Once the installation process begins, cancellation of a Service Order is subject to a cancellation fee of \$500, provided that a written notice was given to us by you before the installation is completed [before the day of the IW appointment]. Once your installation is completed, any cancellation of your service is subject to the provisions of Section 1 in the Agreement.

V. Our DSL and T1 Carriers Partners

Intercom has sole discretion in determining which DSL or T1 Carrier Partner shall provide services to you in partnership with Intercom, and we may, at any time, replace your DSL or T1 carrier in the event that such replacement becomes reasonable or necessary.

VI. Additional Fees, Extended Wiring Fees

Occasionally DSL or T1 installations require additional 'extended wiring' fees. We will notify you in the case there are additional fees, the amount of these fees, and we will get your approval before proceeding with the extended wiring on your service order.

The need for extended wiring usually occurs when the distance from the demarcation point (the point at your site where the telephone company line meets the premises wiring) to your phone jack is more than 50 feet to 150 feet. For example, the demarcation point is in the basement but your office (and your phone jack) is on the second floor. In such instances, you will need extended wiring.

We offer two alternatives for wiring extension work, subject to your pre-approval. Under the first alternative, we will hire a contractor on your behalf and bill you for the costs. Under the second alternative, our Carrier Partner will do the extended wiring work for you, and you will be billed by us for the Carrier Partner's fees. You can also choose to perform the extension wiring work yourself by hiring your own contractor.

Please note that there are situations in which a Carrier Partner may not do any wiring from the Demarcation point. For example, if the building is a union building, then the Carrier Partner usually cannot perform any wiring and an outside unionized contractor has to be hired by you directly. Extra wiring costs may also occur in situations requiring extraordinary work, such as heavy drilling.

VII. New Documentation

A new Agreement and Service Order must be executed for any of the following reasons: (a) If you move installation address and request services at the new address; (b) If your company is merged into another company or acquired by another company; (c) If, at any time, your company's name is changed; (d) If you are moving out of your location and another company wishes to take over the contract for Internet service provided by us.