

TNCI Courtesy Rebill Service Service Exhibit

1. INTRODUCTION

The terms and conditions of this Service Exhibit shall be in addition to, and shall be read in conjunction with, TNCI's Service Documents. In the event there is a conflict between the terms of this Service Exhibit and the Service Documents, the terms of this Service Exhibit shall govern for this Service. Capitalized terms not defined in this Service Exhibit shall have the meaning ascribed in the other Service Documents. Customer is responsible for reading and complying with the terms and conditions of the Independent Phone Company (IPC)/Competitive Local Exchange Company (CLEC).

2. SERVICES

- a) Courtesy Rebill permits TNCI to act as a billing agent for IPC/CLEC charges to Customer in areas where TNCI does not currently provide Service. TNCI will serve as a billing agent and pass through the IPC/CLEC charges to a single unified bill along with TNCI charges. Where TNCI serves as a billing agent for IPC/CLEC charges, TNCI waives any responsibilities associated with the direct provisioning of Service including, but not limited to, the setting of rates or other service-related functions set forth by the IPC/CLEC. TNCI is not responsible for the IPC/CLEC charges or disputes related to such charges, including but not limited to disconnection charges, and applicable term plan penalties. Customer is, and shall be, fully responsible for payment of charges invoiced by the IPC/CLEC and passed through to Customer as part of the Courtesy Rebill Service.
- b) The amount re-billed to Customer by TNCI for all IPC/CLEC services may not exceed 25% of the total amount of services currently being provided to Customer directly by TNCI. Customer must provide a copy of their most recent invoice(s) received from each IPC/CLEC (invoice provided must be less than 60 days old). Customer is responsible for all payment of IPC/CLEC invoices received until Customer receives consolidated TNCI bill/invoice which includes all IPC/CLEC charges. Re-billed charges from Customer's IPC/CLEC will appear on the TNCI consolidated invoice in a one line-item charge. Customer agrees to execute any and all documents required by third parties or TNCI in order to further the ability of TNCI to provide the Service to Customer. Customer must provide a complete list of all ANIs/WTNs/BTNs for which Customer elects TNCI to Courtesy Rebill. TNCI will assess a monthly administrative fee for each Courtesy Rebill line as follows:

Service Type	Administrative Fee (per line)
Traffic PIC Set to TNCI	\$3.50
Local and Switched Outbound Long Distance	\$5.00
DSL/Line Shared DSL	\$5.00

The administrative fee is calculated against all taxes, surcharges, usage, MRCs and NRCs from the Customer's IPC/CLEC invoice and shall appear on the customer's TNCI invoice in a one line-item charge.

- c) In the event TNCI obtains the ability and authority to operate within the IPC/CLEC service territory, Customer authorizes TNCI to coordinate and transfer any eligible ANIs/WTNs/BTNs applicable to this billing agent service to TNCI. Customer acknowledges and accepts that TNCI may assess a charge for any of the Customer's services transferred to TNCI

3. SERVICE TERM

- a) The Service Term begins when the IPC/CLEC has successfully changed the billing address of the invoice containing the service to be Courtesy Rebill.

4. BILLING & CHARGES

- a) The first month in which Services are rendered may be prorated to factor in any partial month that may occur as the result of the date that fees are initiated. Customer will be billed in accordance with IPC's/CLEC's method of billing (e.g., in arrears, in advance) for activation, usage, NRCs, MRCs, and any other charges, taxes, or fees that appear on the IPC's/CLEC's invoice.
- b) Customer will be responsible for all applicable Charges for the duration of the Service Term and for all directly billed charges that accrue until TNCI is successfully replaced with Customer's billing address for Courtesy Rebill purposes. Customer may view applicable charge in Customer's LOA or in the applicable service document.

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5. CANCELLATION

- a) To effect cancellation of the Service, Customer must notify TNCI in writing via fax at (800) 800-8874 or e-mail at customercare@tncii.com or regular mail to ATTN: Customer Care - Disconnects, TNCI, 2 Charlesgate West, Boston, MA 02215. Upon TNCI's acknowledgement of the request, TNCI will then provide Customer with a confirmation for cancellation completion.
- b) Customer understands and acknowledges that it may take up to two (2) bill cycles to process and effect a valid cancellation request. Customer is responsible upon cancellation of Service with TNCI to reinstate Customer as the Customer on record at the IPC/CLEC. Charges may continue to accrue for Service(s) for a period of time following cancellation. Customer shall owe payment for all billed and unbilled amounts, including Charges that accrue following the date of cancellation.

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