

TNCI Data Service Exhibit

1. INTRODUCTION

The terms and conditions of this TNCI Data ("Data Service" or "Service") 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 Data Service. Capitalized terms not defined in this Service Exhibit shall have the meaning ascribed in the other Service Documents.

2. SERVICES

The TNCI Data Services include but are not limited to, Private Line, MPLS, and IP.

3. SERVICE TERM

The term of this Data Service shall commence five (5) calendar days after the date of Loop Acceptance and shall continue until expiration of the Service Term, or until earlier terminated in accordance with the Cancellation section herein or in accordance with the Service Documents.

4. INSTALLATION

When ordering Service(s), it is Customer, not TNCI or the underlying carrier, who determines the access option:

a) **Carrier Provided Access:**

If Customer selects this access option, the provisioning orders are processed to the underlying carrier. The underlying carrier then contracts with the Local Loop Provider/Alternative Access Vendor to build and connect the local loop portion from Customer premise to the underlying carrier Point of Presence where the underlying carrier's long distance loop portion is located. In this scenario, the underlying carrier is the Customer of Record for the local loop with the Local Loop Provider/Alternative Access Provider. Therefore, Customer shall be assessed the one set of monthly recurring charges for the local and long distance portions of that loop.

b) **Customer Provided Access:**

If Customer selects this access option, the provisioning orders are also processed to the underlying carrier and the underlying carrier builds only the long distance portion of the loop and provides Carrier Facility Assignment (CFA) information to Customer. Customer, not the underlying carrier, contracts with the Local Loop Provider/Alternative Access Vendor to use the CFA to build and connect the local loop portion from Customer premise to the underlying carrier Point of Presence where the underlying carrier's long distance loop portion is located. In this scenario, Customer is the Customer of Record for the local loop with the Local Loop Provider/Alternative Access Provider. Therefore, as the owner of that local loop relationship with the Local Loop Provider/Alternative Access Vendor, Customer must provide the Design Layout Record (DLR) of that circuit back to the underlying carrier so that the underlying carrier can know how to connect its long distance loop to the correct local loop to complete the connection between the local and long distance portions of that circuit loop. The underlying carrier therefore, directly and separately, assesses one set of monthly recurring charges for only its long distance portion of that loop connection. Customer is billed directly by its contracted Local Loop Provider/Alternative Access Vendor for its local portion of that loop connection.

5. BILLING & CHARGES

a) Customer will be responsible for Service usage, MRCs, and NRCs, including but not limited to local loop, installation, and any applicable charges based on Service configuration and necessary facility build-outs. Customer may view applicable charge in Customer's LOA or in the applicable service document.

b) 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 for activation, usage, and NRCs in arrears; MRCs shall be billed in advance.

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6. EQUIPMENT

For terms and conditions pertaining to Equipment, see the Equipment Service Exhibit.

7. CANCELLATION

- a) To effect cancellation of Service(s), Customer must first 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 Dedicated Service(s) Disconnect Receipt Confirmation Form ("disconnect form") for Customer to review, sign, and return to TNCI via fax at (617) 369-1171 in order to validate the request and its stipulations and then to initiation the disconnect proceeding as outlined on the form. Customer understands and acknowledges that TNCI's disconnection process takes approximately thirty (30) calendar days from the date TNCI submits a valid disconnection request to the underlying carrier for Domestic services. International services take approximately sixty (60) calendar days. Customer shall owe payment immediately for all billed and as of yet unbilled amounts, including Charges that accrue following the date of cancellation but prior to disconnection.
- b) In the event TNCI provides Customer with a formal disconnection letter, Customer acknowledges and assents to providing TNCI written, signed confirmation of Customer's intent to discontinue Service with TNCI within five (5) calendar days from the date contained on the disconnection letter. Should TNCI not receive Customer's written, signed notice of intent to discontinue Service within the aforementioned five (5) calendar day timeframe, Customer acknowledges and assents to TNCI's implementation of formal disconnection processes upon the expiration of not less than five (5) calendar days from the date contained on the disconnection letter provided to the Customer by TNCI regardless of whether Customer has provided TNCI with a signed confirmation.
- c) As an expense recovery and not a penalty, in the event of cancellation, TNCI shall charge Customer, and Customer shall pay TNCI for the following based on Customer's applicable TLA (Term Liability Assessment):
- a. **Pre-Installation/Pre-Loop Accept:**
 - i. Should Customer cancel the request for Service(s), Customer will be charged \$150.00 per DS1 circuit; \$500.00 per DS3 or OCx circuit and all installation fees associated with the order even if the fees were originally waived by TNCI.
 - b. **Post Installation/Post Loop Accept:**
 - i. Initial Service Term
Should Customer, within an initial Service Term, cancel Service(s) after activation, Customer will be charged from the date a properly executed disconnection acknowledgement is received by TNCI, for all installation fees associated with said order even if fees were originally waived, less any amounts paid by Customer for installation, \$150.00 per DS1 circuit or \$500.00 per DS3 or OCx circuit, plus the monthly charges for the number of months remaining in the term (as provided for in the Service Documents), plus any unpaid fees.
 - ii. Service ReTerm
Should Customer, within a Service reterm, cancel Service(s) after activation of requested Service(s), Customer will be charged from the date a properly executed disconnection acknowledgement is received by TNCI for \$150.00 per DS1 circuit or \$500.00 per DS3 or OCx circuit, plus the monthly charges for the number of months remaining on the reterm (as provided for in the Service Documents), plus any unpaid fees.
 - iii. Month-to-Month Service Term
Should Customer, within a month-to-month Service Term, cancel Service(s) after activation of the requested Service(s), Customer will be charged from the date a properly executed disconnection acknowledgement is received by TNCI for one (1) month's worth of MRCs and any applicable NRCs.
- b) **Carrier Provided Access**
Upon notification by Customer of the request to disconnect Service(s) the underlying carrier, who is the Customer of Record for the local loop portion, has the ability and the information to undertake the cancellation of that circuit through to completion along with end-dating the attendant monthly recurring charges. This process normally takes thirty (30) calendar days to complete and end-date.

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d) **Customer Provided Access:**

- i. Along with notification by Customer of the request to disconnect Service(s), Customer must also proactively provide the Disconnect Firm Order Confirmation (DFOC) documentation to the underlying carrier to confirm that Customer, as the Customer of Record, has verified with its Local Loop Provider/ Alternative Access Vendor the disconnection of its local loop portion from the underlying carrier's Carrier Facility. Once the underlying carrier has confirmation of this from Customer, then the underlying carrier can undertake the cancellation of that circuit through to completion along with end-dating its portion of the attendant monthly recurring charges. This process normally takes 30 calendar days to complete and end-date.
- ii. Without confirmed DFOC information, TNCI will continue to bill and Customer will be responsible for payment of the Charges.

- e) Several factors may impede bandwidth speeds, such as internet and network congestion, the speed of the website servers, the condition of the wiring at Customer's premises, the distance from Customer's premises to the underlying Service provider's facility, and Customer's computer configuration. While TNCI shall use commercially reasonable efforts to ensure that bandwidth speeds are commensurate with Customer's elected Service, TNCI waives any express or implied representations, warranties, or guarantees regarding the bandwidth speed received over the End User circuit. Should Customer cancel Service due to bandwidth speeds, cancellation fees and TLAs will apply without adjustment.

8. **SERVICE RELOCATION**

Should Customer elect to deactivate TNCInet™ Service in order to move to another geographic location serviced by TNCI (i.e., "move") and TNCI permits such deactivation and relocation, Customer may be charged for the respective disconnection fees in addition to move or relocation fees, installation fees, miscellaneous charges, and revisions or modifications (including rate and/or term increases) to MRCs. In the event a relocation request may not be effectuated on Customer's existing circuit and TNCI requires a new circuit be installed, Customer may cancel initial Service and initiate a new order at the new location. Applicable rates and cancellation charges, including a TLA, will apply.

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