

# TNCI Dedicated Integrated Long Distance Voice and Data Service Exhibit

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## 1. INTRODUCTION

- a) The terms and conditions of this TNCI Dedicated Integrated Data (“DID 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 DID Service. Capitalized terms not defined in this Service Exhibit shall have the meaning ascribed in the other Service Documents

## 2. SERVICES

- a) The TNCI Dedicated Integrated Data Service allows combined access for local, long distance, and internet on a single dedicated circuit.

## 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. SERVICE ACCESS

- a) Carrier Provided Access: TNCI will provide a Local Loop to Customer for use with TNCI Service. A Local Loop provides connectivity from the demarcation point at the Customer Premise to the edge of the underlying carrier’s long distance network (Point of Presence). TNCI will place orders to an underlying carrier; the underlying carrier will then be the Customer of Record on the Local Loop Provider’s internal records. A charge for the Local Loop will be billed by TNCI to Customer as part of a service bundle MRC or as a standalone service.
- b) Customer Provided Access: Customer will provide the Local Loop for use with TNCI Service. A Local Loop provides connectivity from the demarcation point at the Customer Premise to the edge of the underlying carrier’s long distance network. TNCI will issue Customer a CFA (Carrier Facilities Assignment), which shall be considered the point of demarcation for TNCI. Customer will place orders directly to the Local Loop Provider; Customer will be the Customer of Record on the Local Loop Provider’s internal records. The underlying carrier shall bill Customer for the Local Loop and shall be responsible for any associated repairs.

## 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) Customer will be billed for usage and NRCs in arrears. MRCs will be billed for the current month of Service and are payable in full upon receipt. The first invoice following Service installation may also include a proration of MRCs to factor in any partial month of Service based on the date that Service is initiated.
- c) A call is considered billable whether it is answered by either a live person or by voicemail systems, answering machines, private branch exchanges, or interexchange switching equipment.

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d) For TNCI Service, call billing increments are rated as follows:

Call Destination	Initial Billing Increment (seconds)	Additional Billing Increments (seconds)
U.S. Domestic	6	6
Canadian	30	6
Domestic Offshore	18	6
Alaska and Hawaii	18	6
Mexico	60	60
International	30	6

- e) All calls, including those containing a fractional minute of use, will be billed to the 4<sup>th</sup> decimal point. In the event TNCI is billed beyond the 4<sup>th</sup> decimal point by underlying carriers, TNCI shall then round to the 4<sup>th</sup> decimal place up to the nearest 1/100<sup>th</sup> of a cent.
- f) In the event more than 10% of Customer's completed calls are (6) six seconds or less in length ("Short Duration Call") within a billing period, TNCI may charge a surcharge of \$0.01 per each Short Duration Call above the 10% threshold. Such Charges will be billed to Customer as a NRC and shall be due per the established payment terms.

### 6. INTERNATIONAL WIRELESS TERMINATION CHARGE

- a) International calls terminating to a wireless device, such as a cellular phone, pager, personal computer, or personal digital assistant may incur an additional international mobile termination charge.

### 7. UTILIZATION REQUIREMENT

- a) Customer agrees to provide traffic over all TNCI voice circuits to avoid zero utilization. TNCI reserves the right to disconnect with prior notice any voice circuits that are not being utilized in a given three (3) month period.

### 8. EQUIPMENT

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

### 9. CANCELLATION

- a) To effect cancellation of Service(s), Customer must notify TNCI in writing via fax at (800) 800-8874 or e-mail at [customer@tnci.com](mailto:customer@tnci.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 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 initiate the disconnect proceeding as outlined on the form. Customer understands and acknowledges that TNCI's disconnection process takes thirty (30) calendar days from the date TNCI submits a valid disconnection request to the underlying carrier. Customer shall owe payment immediately for all billed and as of yet unbilled amounts, including any Charges that accrue following the date Customer initiates cancellation of Service, notwithstanding notice of disconnect. At the time of cancellation, Customer is responsible for porting any telephone numbers to another carrier in order to continue service.
- b) In the event cancellation is initiated, TNCI will provide Customer with a formal disconnection form to be filled out by Customer and returned to TNCI as written acknowledgement of Customer's intent to discontinue Service(s) 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(s) 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 express notice.
- 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.

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**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.

**d) 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.

**e) 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.

f) 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.

**10. SERVICE RELOCATION**

Should Customer elect to deactivate 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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