

TNCI Dedicated Voice Outbound Service Exhibit

1. INTRODUCTION

The terms and conditions of this TNCI Dedicated Voice Outbound (“Service” or “Dedicated Voice Outbound 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 Service. Capitalized terms not defined in this Service Exhibit shall have the meaning ascribed in the other Service Documents.

2. SERVICES

The Dedicated Voice Outbound Service allows Customer to call another end user through use of a dedicated circuit.

3. SERVICE TERM

The term of this 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; however, the underlying carrier builds just the long distance portion of the loop and provides Carrier Facility Assignment (CFA) information to Customer. Customer, instead of 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) Customer will be billed for activation, 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
Canada	30	6
Domestic Offshore	18	6
Alaska and Hawaii	18	6
Mexico	30	6
International	30	6

- e) All calls, including those containing a fractional minute of use, will be billed to the 4th decimal point. In the event TNCI is billed beyond the 4th decimal point by underlying carriers, TNCI shall then round to the 4th decimal place up to the nearest 1/100th 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

International calls terminating to a wireless device, such as a cellular phone, pager, personal computer, or personal digital assistant may have a separate higher rate applied. Customer shall be responsible for payment of any additional charges as a result of the applied rate, which will appear as an international mobile termination charge on Customer's bill.

7. UTILIZATION REQUIREMENT

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. CANCELLATION

- a) To effect cancellation of Service(s), 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 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):

I. Pre-Installation/Pre-Loop Accept:

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.

II. Post Installation/Post Loop Accept:

1. 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.

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2. 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.
3. 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.

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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