

# TNCI Dedicated Inbound Service Exhibit

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## 1. INTRODUCTION

- a) The terms and conditions of this TNCI Dedicated Toll Free (the "Dedicated Inbound 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 Service. Capitalized terms not defined in this Service Exhibit shall have the meaning ascribed in the other Service Documents.

## 2. SERVICE

- a) The dedicated inbound service is a toll free service used in conjunction with a dedicated voice circuit.
- b) In accepting Customer's or applicant's request for a particular Toll Free Service ("TFS") number, TNCI shall accommodate the request to the extent possible in administering the assignment of 8XX numbers on a nationwide basis, in accordance with procedures established by TNCI. No guarantee of the assignment of a TFS number shall be made prior to the initiation of Service(s). TNCI shall not be liable for any costs incurred by Customer or applicant prior to Service(s) if the requested number is not secured. If Customer's or applicant's TFS number is not used by callers other than for test calls within ninety (90) days of activation of the TFS number or any subsequent period of three (3) full billing cycles, TNCI may, upon written notice, release the TFS number without liability. Test calling does not constitute use.
- c) TNCI requires Customer using any TFS to authorize TNCI to act as the Responsible Organization (RespOrg) to manage and support the Service for the duration of the Service or Renewal Term unless otherwise agreed to by both parties.

## 3. SERVICE TERM

The Service Term for the dedicated portion of the circuit shall commence five (5) calendar days after the Local Exchange Company's (LEC's) Firm Order Commitment (FOC) date and shall continue until expiration of the Service Term, or until earlier terminated in accordance with the Cancellation section herein or in the Service Documents.

## 4. BILLING & CHARGES

- a) Customer will be responsible for all applicable Charges for the duration of the Service Term. Customer may view applicable charges 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 initiation may also include a proration of MRCs to factor in any partial month of Service based on the date that Service is initiated. MRCs will be billed for the current month of Service and are payable in full upon receipt. A call is considered completed whether it is answered by either a live person or by voicemail systems, answering machines, private branch exchanges, or interexchange switching equipment. TNCI begins billing at call pickup. For 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	30	6
International	30	6

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- c) Toll free numbers used in conjunction with Service shall be billable the first month of use and shall be charged the full MRC amount for the first month of availability. There shall be no partial month adjustment. MRCs will begin to be charged at the time of first use. Customer will be charged for toll free numbers according to the total number of active toll frees as follows:

Total Number of Toll Frees	NRC	MRC
1-49	No Charge	\$1.00
50-249	No Charge	\$0.50
250-499	No Charge	\$0.25
500+	No Charge	\$0.20

- d) 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.
- e) 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 \$0.03 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.
- f) Customer is responsible for payment of all charges for Services furnished by TNCI to Customer, including charges accrued by Users authorized by Customer. Customer shall also be responsible for payment of toll free calls which are associated with coinless phones, special operating handling, or coin phone. Customer may block inbound calls from certain area codes or states to prevent unwanted future usage, however, any charges that have accrued prior to the implementation of a block shall be due in full. To effect a block, Customer shall complete a TNCI-approved service order.
- g) Only Interstate, Intrastate, and IntraLATA usage associated with Service shall contribute to the minimum required usage, if any.

### 6. CANCELLATION

- a) To effect cancellation of Dedicated Inbound Service, Customer must notify TNCI in writing via fax at (800) 800-8874 or e-mail at [customercare@tncii.com](mailto: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.
- b) Customer understands and acknowledges that TNCI may take up five (5) businesses days to cancel a toll free number after Customer notifies TNCI and up to thirty (30) business days to process a valid disconnection request to cancel a dedicated local loop. Charges may continue to accrue for Service(s) for a period of time following cancellation. 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. Upon cancellation of Service, the applicable TLA shall apply.
- c) 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(s) with TNCI within five (5) Calendar days from the date contained on the disconnection letter. In the event TNCI does 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.
- d) Should the Customer elect an alternative Service provider, it is the Customer's responsibility to establish toll free Service elsewhere. If Customer has unpaid past due charges, TNCI reserves the right not to honor Customer's request for a change in toll free Service(s) to another carrier including a request for RespOrg (Responsible Organization) change until such sums are paid in full.

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