

# TNCI Local Integrated Service Exhibit

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## 1. INTRODUCTION

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

## 2. SERVICES

- a) The integrated local service allows Customer to allocate local, inbound (toll free) and/or outbound long distance and/or IP service over a dedicated 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 term of this Local Integrated Service 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. INSTALLATION

- a) Provisioning orders are processed to the underlying carrier as Carrier Provided Access. The underlying carrier then builds and connects the local loop portion from Customer premise to the underlying carrier. The underlying carrier therefore assesses monthly recurring charges for local access.

## 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. TNCI begins billing at call pickup.

## TNCI Local Integrated Service Exhibit

- d) For Integrated Local Service, call billing increments are rated as follows:

| Plan 1                              | Initial Billing Increment (seconds) | Additional Billing Increments (seconds) |
|-------------------------------------|-------------------------------------|---|
| U.S. Domestic Local                 | 60                                  | 60                                      |
| U.S. Domestic Interstate/Intrastate | 6                                   | 6                                       |
| Canadian                            | 30                                  | 6                                       |
| Domestic Offshore                   | 6                                   | 6                                       |
| Alaska and Hawaii                   | 6                                   | 6                                       |
| Mexico                              | 30                                  | 6                                       |
| International                       | 30                                  | 6                                       |

| Plan 2                              | Initial Billing Increment (seconds) | Additional Billing Increments (seconds) |
|-------------------------------------|-------------------------------------|---|
| U.S. Domestic Local                 | N/A                                 | N/A                                     |
| U.S. Domestic Interstate/Intrastate | 18                                  | 6                                       |
| Canadian                            | 30                                  | 6                                       |
| Domestic Offshore                   | 6                                   | 6                                       |
| Alaska and Hawaii                   | 6                                   | 6                                       |
| Mexico                              | 30                                  | 6                                       |
| 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 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

- 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, 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. 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 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. Should TNCI not receive Customer's written, signed

## TNCI Local Integrated Service Exhibit

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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) 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.
- d) 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:**

- 1. 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.
- 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.

- 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.

**10. SERVICE RELOCATION**

- a) 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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