

# TNCI Local Service Exhibit

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## 1. INTRODUCTION

The terms and conditions of this 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 TNCI Local POTS/Centrex Product ("Local Service" or "Service") is a telecommunication/information service which gives Customer the ability to dial local, intraLATA, and intrastate calls.

## 3. SERVICE TERM

The term of this Service shall commence on 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 Agreement.

## 4. BILLING & CHARGES

- a) The first month in which Local 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, NRCs, and MRCs in arrears.
- b) Customer will be responsible for all applicable Local Service MRCs and NRCs for the duration of the Service Term. Customer may view applicable charge in Customer's LOA or in the applicable service document.
- 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.
- d) Should Customer request that TNCI dispatch a Local Exchange Carrier (LEC) technician, as opposed to a 3<sup>rd</sup> Party technician, for trouble with their service, Customer may be assessed a charge per dispatch whether trouble is found or not.

## 5. CANCELLATION

- a) To effect cancellation of Local 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 confirmation for cancellation completion. Should the Customer elect an alternative Local Service provider, it is the Customer's responsibility to establish that service elsewhere.
- b) Customer may terminate the Service upon written notice to TNCI of its election to terminate at least thirty (30) calendar days prior to the expiration of the Service Term or at least thirty (30) calendar days prior to the expiration of the month-to-month Service Term.
  - a) Customer understands and acknowledges that TNCI may take up to thirty (30) business days to process a valid disconnection request.
  - b) Should Customer cancel upon completion of Service Term, Customer shall be responsible for charges that may continue to accrue for Service(s) for a period of time following cancellation. Customer shall pay for all billed and unbilled amounts, including Charges that accrue following the date of cancellation.
  - c) Should Customer cancel during the Service Term, Customer will be responsible for the remaining MRCs and NRCS within Customer's remaining Service Term, any billed and unbilled amounts, in addition to install fees, regardless of whether such fees were originally waived.

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