

# TNCI Local Service Exhibit and Switched 1+ Outbound Services

## 1. INTRODUCTION

The terms and conditions of this TNCI Local Plain Old Telephone Service ("POTS")/Centrex and Switched Outbound Long Distance ("Local and LD 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 Local and LD Service. Capitalized terms not defined in this Service Exhibit shall have the meaning ascribed in the other Service Documents.

## 2. SERVICES

- a) The TNCI Local and Switched Outbound Long Distance Service ("Local and LD Service" or "Service") is a service which gives Customer the ability to dial local, intraLATA, intrastate, and interstate 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 Charges. TNCI shall bill and Customer shall be liable for an applicable minimum monthly usage of \$15.00 per account. Customer may view applicable charges in Customer's LOA or in the applicable service document.
- c) A call is considered completed when 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) The first month in which 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. For TNCI Switched Outbound Long Distance service, call billing increments are rated as follows:

Call Destination	Initial Billing Increment (seconds)	Additional Billing Increments (seconds)
U.S. Domestic	18	6
Canadian	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 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) There is a \$3.00 minimum usage charge assessed per line at the location level. TNCI will calculate the number of lines multiplied by \$3.00 and compare it to the customer's total POTS LD usage on the location. This minimum usage charge contributes to the \$15.00 minimum monthly usage requirement. Customers who fail to meet the minimum usage requirement per location will be assessed the difference between their actual LD usage billed and the minimum usage fee calculation. Customers who sign with TNCI for Services after the 15<sup>th</sup> of any given month will not be assessed the LD usage minimum for that given month. The \$3.00 per line LD usage minimum will be applied in the next full billing month.
- g) Only Interstate, Intrastate, and IntraLATA usage associated with the specific POTS lines shall contribute to the minimum required usage, if any.

## TNCI Local and Switched Outbound Long Distance Service Exhibit

---

### 5. TNCI UNLIMITED LONG DISTANCE PLAN

- a) Unlimited Long Distance Service is available, per line, for a monthly recurring charge. When Customer chooses this program, all lines at the end user's location will be converted to the Unlimited Long Distance plan. At any qualifying customer location, there cannot be a mixed-class of long distance; Customer may not have Unlimited Long Distance on one line and a per minute long distance plan on another.
- b) Usage under this plan cannot be used with or for call center environments, data transmission equipment such as auto-dialers, broadcast fax transmissions, foreign exchange service, public telephones, ISDN services, aggregation of calls, or the equivalents of any such equipment or services. Current per minute rates will still apply to International, Domestic offshore (e.g.: Puerto Rico, Alaska, Hawaii), Mexico, Canada, Toll-free, Calling Card, and Directory Assistance calls. Usage may be monitored and customers may be required to show compliance with the above business rules. TNCI reserves the right to withdraw this offering at any time upon thirty (30) days' notice.

### 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. CANCELLATION

- a) To effect cancellation of Local and LD 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 Service provider, it is 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.
- c) Customer understands and acknowledges that TNCI may take up to thirty (30) business days to process a valid disconnection request.
- d) 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.
- e) 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.

*{The remainder of this page left blank intentionally.}*