

# TNCInet™ Outbound Long Distance Call Center Solution Service Exhibit

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## 1. INTRODUCTION

- a) The terms and conditions of this TNCInet™ Dedicated Outbound Long Distance Call Center Solution (the “Service”) Service Exhibit shall be in addition to TNCI’s general terms and conditions of Service and all other Service Documents (the “Agreement”) and shall be read in conjunction with the Agreement. In the event there is a direct conflict in the terms of this Service Document and the Agreement, the terms of this Service Document shall govern for this Service. The Service provided includes a local loop with a Private IP or MPLS connection between the End User site and the TNCInet™ switch. TNCI may provide equipment at the Customer site that handoff the voice calls to the customer. TNCI requires that Service be used in a manner consistent with standard business usage levels. Should TNCI determine, in its sole discretion, that Customer’s use of Service is inconsistent with the Service’s typical business application, TNCI reserves the right, after providing notice to Customer, to either offer Customer a different service plan or terminate the Service. Capitalized terms not defined in this Service Exhibit shall have the meaning ascribed in the Agreement. Customer is responsible for complying with TNCI’s Acceptable Use Policy (AUP).

## 2. SERVICES

- a) TNCInet™ Dedicated Outbound Long Distance Call Center Solution provides Long Distance calling over a dedicated circuit.
- b) TNCI makes no express or implied service guarantee regarding the transmission of facsimiles. TNCI will not support any facsimile-related Service repair requests and shall not be liable, nor provide for, any related costs or claims, including any request for service credits. In the event Customer chooses to terminate the Agreement for reasons pertaining to a facsimile service issue, a TLA may apply.
- c) TNCI will block or fail any calls where Customer outpulses a toll free number, ‘anonymous’, ‘blocked’, or an indeterminate jurisdiction while attempting to dial a toll free number.

## 3. SERVICE TERM

The term of this Agreement (“Service Term”) shall commence five (5) calendar days after the date of Loop Acceptance (“activation”) and shall continue until expiration of the Service Term, or until the service is terminated in accordance with the cancellation section herein or in the Agreement

## 4. SERVICE ACCESS

- a) Carrier Provided Access: TNCI will provide a Local Loop to Customer for use with TNCI Service. A Local Loop provides connectivity from the demarcation point at the Customer Premise to the edge of the underlying carrier’s long distance network (Point of Presence). TNCI will place orders to an underlying carrier; the underlying carrier will then be the Customer of Record on the Local Loop Provider’s internal records. A charge for the Local Loop will be billed by TNCI to Customer as part of a service bundle MRC or as a standalone service.
- b) Customer Provided Access: Customer will provide the Local Loop for use with TNCI Service. A Local Loop provides connectivity from the demarcation point at the Customer Premise to the edge of the underlying carrier’s long distance network. TNCI will issue Customer a CFA (Carrier Facilities Assignment), which shall be considered the point of demarcation for TNCI. Customer will place orders directly to the Local Loop Provider; Customer will be the Customer of Record on the Local Loop Provider’s internal records. The underlying carrier shall bill Customer for the Local Loop and shall be responsible for any associated repairs.
- c) Customer Provided Bandwidth: Customer will utilize Customer’s own third party Internet Service Provider (ISP) to provide internet bandwidth used in conjunction with TNCI service. Bandwidth is used as a means of access to TNCInet’s network to allow for calls to route over the PSTN (Public Switched Telephone Network). TNCI will provide Customer an IP Address for call routing access. TNCI router ports are considered the point of demarcation. Customer is responsible for all aspects related to internet service obtained from Customer’s chosen ISP, including, but not limited to ordering, billing, and repair. TNCI will keep no record of service and will not be responsible for contacting the ISP for any reason.

## 5. SERVICE GUARANTEE

- a) New TNCInet™ customers qualify for a ninety (90) calendar day service guarantee, with the exception of where access to Service is provided through Customer Provided Bandwidth. If 25% or more of Customer’s Service is not functioning for five (5) or more business days during the first ninety (90) calendar days of Service, and there is no expectation of resolution, Customer may terminate the Agreement without any additional assessment. All Charges accrued prior to completed cancellation of Service shall be due in full. In the event Customer cancels

Service within the Service Guarantee term, Customer shall notify TNCI in writing and conform to the notification procedure detailed in the Cancellation section herein. Customer shall return all Equipment not paid for in full in accordance with TNCI’s Equipment Return Policy.

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## 6. SERVICE ISSUES

- a) Should Customer experience a network-related Service issue determined by TNCI to originate on Customer's TNCI-provided local loop, TNCI shall, in good faith, coordinate with the local access provider to attempt full resolution of such issue; however, TNCI shall not be responsible for 1) the network portion between Customer's premise and the original point of demarcation; 2) the network portion between Customer's premise and the MPOE if Customer extends the point of demarcation; or 3) any issue related to construction builds. Should Customer experience an Equipment issue, TNCI shall trouble-shoot Equipment in accordance with the Equipment Exhibit.
- b) Outage credits are determined by TNCI's Service Level Agreement.

## 7. CHARGES, BILLING, & PAYMENT

- a) Customer will be responsible for applicable Service usage, MRCs, and NRCs, including but not limited to, Local Loop MRC, Install NRC Equipment MRCs or Purchase NRC, Maintenance Upgrade MRCs or Purchase NRC, Equipment Install Upgrade MRC, DeMarc Extension NRC, Install Order Expedite or Change Order Expedite NRCs. Additional charges may apply based on Service configuration and any necessary facility build-outs.
- b) 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. If the Start of Service Date is other than the first day of the month or if the Term terminates on a day other than the last day of the month, the charge for that month shall be determined by prorating the monthly payment by the number of days during which the Services were provided. Customer will be billed for activation, usage, NRCs, and MRCs in arrears unless stipulated otherwise in a 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. In the event more than 60% of total call attempts in a billing period are abandoned or incomplete for any reason, TNCI reserves the right to disconnect the circuit or to charge and Customer shall pay an additional \$0.015 surcharge per abandoned call during such billing period.
- d) The availability of Service facilities is not guaranteed. In order to determine the scope and cost of work required to build the necessary facilities for the Service, an Engineering Work Query may be requested for an additional cost quoted at the time of the request. Customer is responsible for the Engineering Work Query cost regardless of whether Customer elects to proceed with implementing such work.
- e) For TNCInet™ service, usage-based 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

- 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.
- g) 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.
- h) 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. Customers who have knowledge or should have knowledge of such calling patterns are required to notify TNCI upon signing the LOA, or immediately upon identifying that such patterns do or will exist.
- i) Prior to the commencement of the Service Term, Customer shall inform TNCI of Customer's expected calls per second ("CPS") and ALOC levels, and must receive TNCI's confirmation of TNCI's ability to provide reliable outbound quality of service based on such reported levels.

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TNCI reserves the right to monitor Customer's calling patterns. Should TNCI determine Customer has exhibited calling patterns that are uncustomary or exceed the CPS or ALOC levels provided by Customer, TNCI may suspend Customer's inbound and/or outbound calling capabilities after making reasonable efforts to notify the Customer.

- j) Customer may require the dispatch of a technician to Customer's site in order to resolve a reported trouble. If the source of the trouble is found to originate on TNCInet™'s portion of the network, including the circuit or the box, TNCI shall cover the dispatch fees for that instance. However, if the trouble is found to originate within the PBX or LAN, Customer shall be responsible for all related dispatch fees.
- k) Intrastate rates shall apply if Customer's call originates and terminates within the same State; interstate rates shall apply if the call originates in one State (or the District of Columbia) and terminates within a different State. Each call's jurisdiction shall be determined by the geographic origination point attributed to the outpulsed, valid Automatic Number Identification (ANI) and Customer's Called Number. Customer is required to utilize and outpulse ANIs that are registered with the North American Numbering Plan Administration (NANPA) and which have been provided to TNCI by Customer prior to outpulse. Customer may not outpulse anonymous phone numbers, defined as those numbers that do not conform to a Customer-provided ANI (i.e., 8XX numbers) or otherwise have an indeterminate jurisdiction. Anonymous numbers may be blocked, failed, or billed at intrastate rates based on the rates applicable to Customer's physical location where the call originates.
- l) Customer is responsible for payment of all Charges for Services furnished by TNCI to Customer, including Charges accrued by users authorized by Customer. Any call defined by TNCI as local, shall be billed at intrastate rates. Customer shall 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 affect a block, Customer shall complete a TNCI-approved service order. Additional charges may apply.
- m) Customer may be subject to a minimum monthly usage requirement depending on Customer's selected Interstate usage rate. Where applicable, a \$500.00 minimum monthly usage requirement shall apply per DS1, and a \$10,000.00 shall apply per DS3. Only Interstate, Intrastate, and IntraLATA usage associated with Service shall contribute to the minimum required usage.

### 8. CALLING PARAMETERS

Long Distance usage will be billed at the Rate per Minute in the Customer LOA Exhibit. Long Distance calls are Outbound Intralata, Intrastate and Interstate calls within the contiguous 48 states. Canada, offshore and international destinations will be billed at dissimilar rates.

### 9. TNCI TOLL FREE

For specific terms and conditions related to Toll Free Service, please see the Toll Free Service Exhibit.

### 10. 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.

### 11. 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.

### 12. EQUIPMENT

For terms and conditions pertaining to Equipment, see the Equipment Service Exhibit.

### 13. CANCELLATION

- a) To effect cancellation of the 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 ("disconnect 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

approximately thirty (30) calendar days from the date TNCI receives a valid disconnect form from Customer. Charges may continue to accrue for Service for a period of time following cancellation. Customer shall owe payment immediately for all billed and as of yet unbilled

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amounts, including Charges that accrue following the date of cancellation. 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 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 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 a signed confirmation.
- 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):
1. **Pre-Installation/Pre-Loop Accept:**
    - i. 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.
  2. **Post Installation/Post Loop Accept:**
    - i. 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.
    - ii. 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.
    - iii. 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: 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.

## 15. SERVICE RELOCATION

Should Customer elect to deactivate Service(s) 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.