

# TNCInet Dedicated Inbound Service Exhibit

---

## 1. INTRODUCTION

- a) The terms and conditions of this TNCInet Dedicated Toll Free (the "TNCInet 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.
- d) 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.

## 3. 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.

## 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) 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.
- c) 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. 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.

## TNCInet Dedicated Inbound Service Exhibit

- d) 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

- e) 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

- f) 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.
- g) 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.
- h) 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. Should TNCI block inbound calls from certain area codes or states, based on Customer's request and feature availability, in order to prevent unwanted future usage, 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.
- i) 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.
- j) For determination of originating jurisdiction of inbound Toll Free calls, if the originating/calling party number is available, TNCI will use this data within each call record to determine jurisdiction. If the origination information is not available, not a valid ANI, a Toll Free Number, or unable to be determined, TNCI will consider the call indeterminate and will assign origination jurisdiction based on the Toll Free Number Customer's Billing Telephone Number (BTN), resulting in a default intrastate call jurisdiction.

### 5. CANCELLATION

- a) To effect cancellation of TNCInet toll free number, 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. Customer understands and acknowledges that TNCI may take up five (5) business days to cancel a toll free number after Customer notifies TNCI. Charges may continue to accrue for Service(s) for a period of time following cancellation. Customer owes payment immediately for all billed and as of yet unbilled amounts, including Charges that accrue following the date of cancellation.
- b) Should Customer elect an alternative Service provider, it is the Customer's responsibility to establish toll free Service elsewhere and complete the disconnect process as outlined in the Dedicated Inbound or Dedicated Integrated Service Exhibits, whichever applies. 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.

## TNCInet Dedicated Inbound Service Exhibit

---

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