

TNCInet™ Hosted PBX Service Exhibit

1. INTRODUCTION

The terms and conditions of this TNCInet™ Hosted PBX (the “Service”) Service Exhibit shall be in addition to TNCI’s general terms and conditions of Service (the “Agreement”) and shall be read in conjunction with the Agreement. In the event there is a 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 and/or telephone handsets at the customer site that hands-off the voice calls and/or data packets 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 other Service Documents. Customer is responsible for complying with TNCI’s Acceptable Use Policy (AUP).

2. SERVICES

- a) TNCInet™ Hosted Services provides Local service, Long Distance service, PBX functionality and features and/or Internet connectivity over a dedicated circuit.
- b) 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

- c) 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
- d) At the end of the Service Term, unless Customer agrees to a new Service Term, the Service shall automatically renew for subsequent month-to-month terms at the then prevailing rates being charged for such Service(s).
- e) Either party may terminate the Services upon written notice of its election to terminate at least sixty (60) calendar days prior to the expiration of the initial or retermed Service Term or at least thirty (30) calendar days prior to the expiration of the month-to-month Service Term.
- f) If Customer elects to reterm Service with TNCI subsequent to the initial Service Term, then each subsequent reterm period shall apply.

4. SERVICE GUARANTEE

New TNCInet™ Customers qualify for a ninety (90) calendar day service guarantee. 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.

5. 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.

6. INSTALLATION

The provisioning orders are processed to the underlying carrier. The underlying carrier then contracts with the Local Loop Provider/Alternative Access Vendor to build and connect the local loop portion from Customer premise to the underlying carrier Point of Presence where the underlying carrier’s portion is located. In this scenario, the underlying carrier is the Customer of Record for the local loop with the Local Loop Provider/Alternative Access Provider. Therefore, Customer shall be assessed the one set of monthly recurring charges for the access portion of the Service.

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8. CHARGES, BILLING, & PAYMENT

- a) Customer will be responsible for Service MRCs and NRCs for the duration of the Service Term, including but not limited to, user Package MRCs and NRCs, Local Loop and Voice Port MRC and NRCs, Long Distance Bundle MRC, Equipment or CPE Purchase NRC, Maintenance Upgrade MRC, Install Upgrade MRC, Dual Ethernet Upgrade MRC, DeMarc Extension NRC, Install Order Expedite or Change Order Expedite NRCs, Phone NRC or MRCs, Fax MRCs, Installation and Training NRC or MRCs, Advanced Managed Services MRC, DID (Direct Inward Dial) MRCs, Hunt Group NRCs, Voice Mail NRCs, Compression MRCs and/or Install Kit 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 use that may occur as the result of the date 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 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. Calls initiated through the use of the Find Me Follow Me ("FMFM"), Call Forward (CFW), Remote Call Forward (RCF) features may accrue multiple call charges.
- 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
Domestic Offshore	6	6
Alaska and Hawaii	6	6
Mexico	60	60
International	30	6

- f) In the event Customer's average call duration is less than one minute, TNCI reserves the right to apply a short duration surcharge of \$.0299/minute to the number of minutes necessary to increase average call length to one minute. Such Charges will be billed to Customer as a NRC and shall be due per the established payment terms.
- g) Customer may view applicable charge in Customer's LOA or in the applicable service document. 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. 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.
- h) For Customers with a package that includes an unlimited call use component, Service must only be used by one user, per seat, per TNCInet™ User Package. For Customers with an integrated package, which includes an unlimited call use component, this component shall be measured per NxT1 circuit.
- i) Should TNCI determine Service provided through an unlimited call use exceeds industry standard use levels or should TNCI determine Service is not being used for its intended purpose, TNCI reserves the right to adjust rates and packages or suspend the provision of service as reasonably determined by TNCI. Unlimited Use Minutes are non-transferrable.

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9. CALLING PARAMETERS

Customers with Long Distance Bundle Pricing who use minutes beyond those specified in Customer's bundle shall be billed for those minutes at the per minute overage rate. Long Distance Bundle minutes include Inbound (Toll Free) and Outbound Intralata, Intrastate and Interstate calling within the contiguous 48 states. Local Calling minutes are included based on the Long Distance bundle package purchased. Canada, offshore and international destinations are not included in the Long Distance Bundle and shall be billed at unbundled rate. Customer may view these overage rates in Customer's LOA or in the applicable service document.

10. TNCI TOLL FREE

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

11. E911

Customer agrees to use TNCInet™ Service only at the Customer premises where Equipment was installed by TNCI or a TNCI-approved technician. E911 connectivity may not function properly with the use of TNCInet™ during the following non-exclusive examples: an electrical power outage, network congestion, defective customer premises equipment, loss of internet connection for any reason including but not limited to when it becomes overloaded, is interrupted, or fails.

CUSTOMER AGREES THAT TNCI SHALL NOT BE LIABLE FOR ANY FAILURE RELATED TO THE ROUTING AND SUCCESSFUL (OR UNSUCCESSFUL) COMPLETION OF EMERGENCY CALLS USING TNCINET™ SERVICE. CUSTOMER AGREES TO HOLD HARMLESS TNCI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, RELATING TO THE FAILURE TO COMPLETE E911 CALLS. CUSTOMER IS RESPONSIBLE FOR EDUCATING ALL USERS ABOUT THE LIMITATIONS OF E911 WHEN USING TNCINET™ SERVICE. TNCI ADVISES CUSTOMER TO MAINTAIN OR PROCURE ADDITIONAL MEANS OF ACCESSING EMERGENCY SERVICES, SUCH AS A PLAIN OLD TELEPHONE ("POTS") LINE, TO SERVE AS A BACK-UP FOR SUCCESSFULLY COMPLETING A 911 CALL. SUCH SERVICES MAY BE OBTAINED DIRECTLY THROUGH TNCI.

12. 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.

13. 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.

14. EQUIPMENT

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

15. CANCELLATION

- a) To effect cancellation of TNCInet™ Service, Customer must notify TNCI in writing via fax at (800) 800-8874 or e-mail at 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 owes payment for all billed and as of yet unbilled 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.

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- 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. In the event TNCI does 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):
- a. **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.
 - b. **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.
 - iv. Service Relocation
Should Customer elect to deactivate Service(s), under a initial, reterm, or month-to-month Service Term in order to move to another geographic location serviced by TNCI, Customer acknowledges a Term Liability Agreement ("TLA") may apply in addition to move or relocation fees, installation fees, miscellaneous charges, and revisions or modifications (including rate and/or term increases) to MRCs.
- 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.

14. SERVICE RELOCATION

Should Customer elect to deactivate TNCInet™ 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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