

TNCInet™ MPLS Service Exhibit

1. INTRODUCTION

The terms and conditions of this TNCInet™ MPLS (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 an MPLS connection between the End User site and the TNCI network. TNCI may provide equipment at the customer site that handoff the data packets to Customer. 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. SERVICE

TNCInet™ MPLS Service provides connectivity between customer sites, over a dedicated circuit.

3. SERVICE TERM

- a) The term of this Agreement ("Service Term") shall commence five (5) calendar days after the date of Loop Acceptance 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
- b) 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).
- c) 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.
- d) If Customer elects to reterm Service with TNCI subsequent to the initial Service Term, then each subsequent reterm period shall apply.

4. INSTALLATION

When ordering Service(s), it is Customer, not TNCI or the underlying carrier, who determines the access option:

a) **Carrier Provided Access:**

If Customer selects this access option, 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 long distance loop 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 local and long distance portions of that loop.

b) **Customer Provided Access:**

If Customer selects this access option, the provisioning orders are also processed to the underlying carrier and the underlying carrier builds only the long distance portion of the loop and provides Carrier Facility Assignment (CFA) information to Customer. Customer, not the underlying carrier, contracts with the Local Loop Provider/Alternative Access Vendor to use the CFA to build and connect the local loop portion from Customer premise to the underlying carrier Point of Presence where the underlying carrier's long distance loop portion is located. In this scenario, Customer is the Customer of Record for the local loop with the Local Loop Provider/Alternative Access Provider. Therefore, as the owner of that local loop relationship with the Local Loop Provider/Alternative Access Vendor, Customer must provide the Design Layout Record (DLR) of that circuit back to the underlying carrier so that the underlying carrier can know how to connect its long distance loop to the correct local loop to complete the connection between the local and long distance portions of that circuit loop. The underlying carrier therefore, directly and separately, assesses one set of monthly recurring charges for only its long distance portion of that loop connection. Customer is billed directly by its contracted Local Loop Provider/Alternative Access Vendor for its local portion of that loop connection.

5. SERVICE GUARANTEE

New TNCI customers qualify for a ninety (90) calendar day service guarantee. If the 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 Service MRCs and NRCs for the duration of the Service Term, including but not limited to, Service Bundle MRC, Service Bundle NRC, 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, and/or Advanced Managed Services MRC. Additional charges may apply based on Service configuration. 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, NRCs, and MRCs in arrears.
- c) 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.
- d) 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.
- e) 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.

8. EQUIPMENT

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

9. CANCELLATION

- a) To effect cancellation of TNCI Service, Customer must notify TNCI in writing via fax at (800) 800-8874 or e-mail at customer@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.
- 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):

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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.

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.

10. SERVICE RELOCATION

Should Customer elect to deactivate TNCI 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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