



BULLSEYE TELECOM, INC. DATA SERVICES TERMS AND CONDITIONS

1. Provision of Services. Subject to the terms and conditions of this Agreement, BullsEye Telecom shall provide to Company the specified telecommunications and network access services set forth in this Agreement (the "Services"), solely for Company's own use, and not for the use or benefit of any third party. Company may allow its employees, agents, and other users to access the Services on Company's behalf, provided Company communicates the terms and conditions of this Agreement to all potential users, and obtains from each user (or, in the case of a minor user, from the parent or legal guardian) a substantively equivalent agreement that limits the liability of BullsEye Telecom as described in this Agreement. Company takes full responsibility for the use of the Services by any minors and hereby consents to such minors' use of the Services. The Services provided by BullsEye Telecom to the Company are not for resale without the prior written agreement of BullsEye Telecom. In the event the Company attempts to sell the Services, including the routing of Internet Protocol traffic from other individuals or organizations, BullsEye Telecom must be notified. In such case, BullsEye Telecom may, at its sole discretion, increase the fees associated with the Services rendered hereunder, or terminate this Agreement, pursuant to the termination provisions contained in these Terms and Conditions.

2. Restrictions. Company shall only use the Services for lawful purposes, in compliance with all applicable laws including, without limitation, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limit) storing, distributing or transmitting any unlawful material through use of the Services, attempting to compromise the security of any networked account or site, making direct threats of physical harm or mass distribution of unsolicited communications (i.e. "Spamming"). Company and its users shall observe all generally accepted Net protocol. This includes sales practices, mass unsolicited e-mail distributions (which are prohibited), advertising on discussion boards / newsgroups (overt, direct ads are prohibited), language and other items as are in effect from time to time. To comply with applicable laws and lawful government requests, to operate its Services properly, or to protect itself or its account holders, BullsEye Telecom reserves the right to access and disclose any information, data, graphics, video, sound, files and other content created by, provided by, or accessed by Company ("Content"). This may also include disclosing account holders' names and other registration and identification information. BullsEye Telecom reserves the

right in its sole discretion, but shall not be obligated, to remove from public view any Content incorporated on or through its Services. BullsEye Telecom will fully cooperate with law enforcement authorities in investigating suspected lawbreakers, and reserves the right to report to such authorities any suspect activity if which it becomes aware. Company agrees that a line installed for BullsEye Telecom DSL service will be used solely for the purpose of utilizing DSL service and will not be used for originating or terminating voice telephone usage such as local, long distance or any other services not associated with the utilization of the BullsEye Telecom DSL service. If BullsEye Telecom finds such voice telephone usage associated with the DSL line, BullsEye Telecom reserves the right to bill Company for usage associated with this line at rates outlined in the BullsEye Telecom tariff on file with the regulatory agency in your state and to terminate DSL service if usage on this line continues. If the line is terminated, the Company will be subject to termination charges outlined in the BullsEye Telecom Terms and Conditions.

3. Equipment. Unless otherwise set forth in this Agreement, Company shall be responsible for obtaining and maintaining any equipment needed to connect to, access, and otherwise use the Services, including, without limitation, modems, routers, computing hardware, software, and local and long distance telephone service. Company shall be responsible for ensuring such equipment is compatible with the Services.

4. Security. Domain Name Registration. Company shall also be responsible for maintaining the security of all its accounts, passwords, files, and any Content it disseminates through using the Services, and for all uses of its accounts, with or without Company's knowledge or consent. BullsEye Telecom shall not be liable for any use of a requested domain name prior to BullsEye Telecom informing Company that such name has been approved by Network Solutions.

5. Upgrades and Support. From time to time, BullsEye Telecom may (and has the right to) send information and offers to Company and its users about upgrades, documentation and other services offered by BullsEye Telecom. Notwithstanding the foregoing, unless otherwise agreed in writing, under no circumstances shall BullsEye Telecom have any obligation to provide Company with

upgrades, enhancements, modifications, or support for the Services other than as set forth herein.

6. IP Addresses. BullsEye Telecom may assign IP addresses based on the number of workstations / nodes and as they are needed and used by Company. IP blocks are for Company use only and it is understood that BullsEye Telecom will not guarantee routing of any IPs of any user other than Company, even if such IP address is part of a block assigned to Company by BullsEye Telecom. IP addresses are not portable. If Company discontinues service with BullsEye Telecom it will need to obtain new IP addresses. BullsEye Telecom will have no responsibility or liability for any actions or costs incurred by Company in obtaining or reconfiguring its equipment with new IP addresses. BullsEye Telecom reserves the right to restrict the number of IP addresses assigned to Company pursuant to the internet protocol and policies established by the American Registry for Internet Numbers.

7. Circuit Extensions and Cross Connects. Prices listed herein are exclusive of any taxes, tariffs, telecommunications surcharges, or other fees that may be imposed from time to time by applicable third parties, law, or regulations. Such surcharges or fees include, but are not limited to, cross connect fees for customer provisioned local loops, telecom circuit extension fees, electrical extensions, service calls, and fees for jacks and other peripheral equipment provided by a third party and/or not contracted for herein. Circuit Extensions shall be defined as the extension from the LEC point of entry to the Company's desired demarcation location. In cases where Company is a lessee of the facilities in which Internet service is to be installed, Company assumes complete responsibility for all negotiations with lessor regarding access rights and any delays associated therewith. Company also assumes all responsibility for any costs assessed to Company by lessor as a result of the installation of Internet connectivity.

8. Payment Obligations. Company shall pay monthly to BullsEye Telecom the fees for all Services provided, including all applicable LEC charges, as set forth in this Agreement. Services specified as "pre-paid" shall be paid in part at time of sale, the balance due at time service is installed. Company shall also pay BullsEye Telecom the Account Initiation fees and Deposits set forth above, at the time of execution of this Agreement. Port and LEC fees will be invoiced monthly, in advance, and are due upon receipt during the term of this Agreement. Each invoice will also show any fees due for usage for the previous completed month and are due at the same time as the port fees. Failure to pay fees on a timely basis may be deemed a termination by Company, and Company shall be liable to BullsEye Telecom for 100 percent of scheduled monthly recurring charges due under this Agreement through the scheduled termination date of the Agreement, as if an early termination had not occurred. This amount will be billed as a single lump sum amount, due and payable by Customer to

BullsEye Telecom upon termination. Should the Services be terminated, interrupted or discontinued due to non-payment, BullsEye Telecom may at its option require Company to pay a restoration charge, in addition to any current late payment charge and interest, prior to reconnecting the Services. Unpaid invoices are subject to BullsEye Telecoms then-current late payment charge and interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, plus all expenses of collection, including attorney's fees.

9. Termination. This Agreement shall be effective and binding upon the parties hereto upon full execution by both parties. The term of this Agreement shall commence upon installation of the initial service connection by BullsEye Telecom and shall continue for the term set forth above. **This Agreement shall automatically be renewed for successive one (1) year periods, subject to earlier termination as set forth herein, unless either party notifies the other at least 60 days (but not prior to 120 days) before the end of the then-existing term.**

Should Company cancel an order in process prior to installation, or, following installation, terminate this Agreement at any time during the term of the Agreement, Company shall be liable to pay BullsEye Telecom any cancellation charges incurred by BullsEye Telecom from other service providers and 100 percent of scheduled monthly recurring charges due under this Agreement through the scheduled termination date of the Agreement, as if an early termination had not occurred. In addition, all promotional monthly recurring charge or non-recurring discounts received at time of order shall be billed to customer. Non-recurring charge fees include, but are not limited to, Circuit Activation, Customer Premise Equipment and Professional Installation.

Where Company's failure to pay fees on a timely basis results in a termination of services, such termination shall be deemed a termination by Company, and Company shall be liable to pay BullsEye Telecom any cancellation charges incurred by BullsEye Telecom from other service providers and 100 percent of scheduled monthly recurring charges due under this Agreement through the scheduled termination date of the Agreement, as if an early termination had not occurred.

Should Company seek to terminate existing services at any service location on an Internet or frame relay network, whether services are to be relocated to another location or not, or should Company, for any reason, cease operations at the Service Location provided for in this Agreement, Company may be liable for any cancellation charges incurred by BullsEye Telecom from other service providers and 100 percent of scheduled monthly recurring charges due under this Agreement through the scheduled termination date of the Agreement, as if early termination had not occurred.

Either party may terminate this Agreement upon the other party's breach of any term, condition, or obligation under this Agreement if such breach is not remedied (i) within ten (10) days from the date of written notice with respect to any monetary obligation, and (ii) within thirty (30) days from the date of written notice with regard to any other breach.

10. Internet Content. BullsEye Telecom hereby WARNS Company that a vast variety of Content is available on the networks to which the Services provide access. Some of this Content may be deemed shocking, distasteful, misleading, inaccurate or otherwise harmful to Company and/or users. BullsEye Telecom has no obligation to screen, edit, monitor or otherwise censor Content in any way. Company hereby acknowledges BullsEye Telecom has, and shall have, no liability for how the Services are used, what Content is posted or accessed, or what effects the Content may have on Company and its users, or how they may interpret or use such Content. Company agrees to hold BullsEye Telecom harmless from all consequences of Company posting, accessing or using Content, as well as claims resulting from Company's access to the Services and their use.

11. Electronic Communications Privacy Act Notice (18 USC 2701-2711). BULLSEYE TELECOM MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON ITS NETWORK OR ANY NETWORK ATTACHED TO ITS NETWORK. BullsEye Telecom will not be liable for the privacy of e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on BullsEye Telecoms equipment, transmitted over networks accessed by the Services, or otherwise connected with Company's use of the Services. Company agrees that due to the state of the art, unauthorized access to their site is possible. BullsEye Telecom acts as a common carrier, and as such does not provide any filtering or protection from the activities of the Internet as a whole. The Company is responsible for analyzing, implementing, maintaining, and monitoring network security as it pertains to their site. In order to help maintain the security of the BullsEye Telecom environment, BullsEye Telecom may control access to privileged modes of operation on the BullsEye Telecom network. Any attempts by Company to bypass or otherwise thwart security on privileged modes of operation, or gain unauthorized access to any BullsEye Telecom facilities, will constitute a breach of this Agreement. In the event of such breach, all moneys due through the end of the contract will become due and payable immediately, Internet service will be immediately terminated, and Company may be liable for other damages as well. Company agrees to inform BullsEye Telecom of any apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of a user ID or password. Until BullsEye Telecom is notified by electronic or conventional mail, or by telephone, of a breach of

security, Company shall remain liable for any unauthorized use.

12. BullsEye Telecom Provided Equipment. For the term of this Agreement, BullsEye Telecom may provide to Company, on the terms and conditions as specified in this Agreement, the equipment described in this Agreement (the "Equipment") for the term of this Agreement. Company, at Company's own cost and expense, shall maintain and keep the Equipment in good repair, condition and working order, shall use the Equipment lawfully, in a careful and proper manner, and shall not alter the Equipment without BullsEye Telecoms prior written consent. BullsEye Telecom reserves the right to inspect the Equipment at any reasonable time. The Equipment is for the express purpose of use by the Company, and no persons or entities other than Company may use, store or operate the Equipment without the written consent of BullsEye Telecom. The Equipment is, and at all times shall remain, the sole and exclusive property of BullsEye Telecom, and Company shall have no right, title or interest therein, except as set forth by this Agreement. Except as described in this Agreement, Company has no right to purchase or otherwise acquire title to or ownership of any of the Equipment or property of this Agreement no matter that the Equipment or any part thereof may now be, or hereafter become, attached or affixed to real property or any improvements thereon. Company, upon the termination or expirations of this Agreement, shall return, at its sole cost, the Equipment in good repair and condition (normal wear and tear excepted) to BullsEye Telecom. Company shall maintain adequate insurance on the Equipment to insure against damage to or loss of the Equipment. Customer agrees to return BullsEye Telecom provided equipment, to BullsEye Telecom's offices, in good working condition, within 15 days after cancellation or termination of service. Customer will be charged and agrees to pay the Monthly Service Fee for any month or portion of a month in excess of 15 days in which equipment is not returned. If Customer does not return the equipment within 30 days, Customer hereby agrees to pay the Stipulated Loss Value for equipment not returned. Stipulated Loss Value means 1. \$795.00 for each wireless modem and \$175.00 for each wireless antenna; 2. \$495.00 for each T1 router; 3. \$250.00 for each Cable modem; 4. \$225.00 for each ADSL modem; 5. \$299 for each SDSL router.

13. Warranty Disclaimer. Company uses the Services at Company's own risk. BullsEye Telecom, its employees, affiliates, agents, third-party information providers, merchants, licensors and the like, do not warrant the Services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Services, or as to the accuracy or reliability of any Content, product, service, or merchandise provided through the Services. THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT BY WAY OF LIMITATION, THOSE OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT, ARE MADE WITH RESPECT TO THE SERVICES OR ANY CONTENT OR SOFTWARE THEREIN.

14. Confidential Information. Company shall hold confidential and shall not use or permit others to use any confidential information identified as such in writing or orally by BullsEye Telecom, or information which Company knows or has reason to know is confidential, proprietary or trade secret information of BullsEye Telecom.

15. Force Majeure. Customer shall not hold BullsEye Telecom liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics and similar occurrences beyond BullsEye Telecoms reasonable control.

16. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR OTHERWISE, BULLSEYE TELECOM WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE OF THE AMOUNTS PAID BY COMPANY FOR THE SERVICES DURING THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE OR (II) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR FILES, LOST PROFIT, LOSS OF GOODWILL, TIME, SAVINGS OR REVENUE.

17. Miscellaneous. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Company except with BullsEye Telecoms prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to the conflict of laws provisions thereof. Both parties agree this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Company does not have any

authority of any kind to bind BullsEye Telecom in any respect whatsoever. In the event of a breach of this Agreement, or a dispute with respect hereto, which cannot be settled by the parties through negotiation, the parties agree to submit the matter to the Small Claims Court in Southfield, Michigan, or, if such court is unavailable, the Small Claims Court of appropriate jurisdiction and venue elsewhere in Oakland County, Michigan; provided, however, that if the dispute is not within the jurisdiction of such court or the amount of the claim exceeds the jurisdictional limit of such court, the parties agree to submit the matter to binding arbitration in Southfield, Michigan, pursuant to the Commercial Rules of the American Arbitration Association. In addition, the prevailing party shall be entitled to recover costs and attorneys' fees. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. COMPANY RECOGNIZES AND AGREES THAT THE WARRANTY, LIABILITY AND REMEDY DISCLAIMERS AND LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT, THAT WITHOUT THEM BULLSEYE TELECOM WOULD NOT ENTER INTO THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY COMPANY TO ENTER INTO THIS AGREEMENT.

18. Limitation of BullsEye Telecom EveryWhere Dial Up Services.

Access Restrictions

User agrees that for all published BullsEye Telecom EveryWhere access numbers, *there will be a defined monthly hourly usage limit.* The limit is 30 hours per seat per month. The User agrees that once the monthly limit is reached, the account will be billed \$.75/hour for each hour in excess of thirty (30) hours for the remainder of the billing cycle.

Idle Timeout

User agrees that their online session may be automatically terminated after fifteen (15) minutes of consecutive inactivity. Inactivity is defined as less than 500 bytes of data transferred between User's modem and the BullsEye Telecom EveryWhere service.

Maximum Single Session

User agrees that their online session may be automatically terminated after three (3) hours of consecutive time, regardless of data transferred during such specific online session.

Minimum Re-Connect Limit

User understands they cannot log back onto the BullsEye Telecom EveryWhere system for a time period of one (1) minute following the termination of their previous online session, regardless of the reason for the previous session's termination

Multiple, Concurrent Online Sessions

User agrees to maintain no more than one (1) concurrent online session for each PPP/ISDN account purchased

Other Conditions of Use

These user conditions may be amended from time to time. They may also be extended to include other conditions applicable to specific products or services

19. Site Prequalification for Broadband Service

Site prequalification for broadband access is the result of a best-effort analysis of service availability at each site and may vary on submission of order and cannot be absolutely determined before actual installation or site survey. If the selected type of broadband access is not available at a particular site, Customer may authorize BullsEye Telecom to substitute an alternative type of broadband access based on Customer's pre-defined preference hierarchy.

