



BULLSEYE TELECOM VOICE SERVICES TERMS AND CONDITIONS

1. BASIC AGREEMENT. These Voice Services Terms and Conditions apply to any and all Voice Services ordered by Customer ("Services") and supersede any inconsistent BULLSEYE TELECOM terms and conditions set forth in the Master Service Agreement. For purposes of these Voice Services Terms and Conditions, "Agreement" shall have the definition given in the Master Service Agreement.

2. CUSTOMER AUTHORIZATION. Any Customer authorization of BULLSEYE TELECOM to serve as Customer's primary long distance carrier or BULLSEYE TELECOM's Local Service Providers to serve as Customer's local service provider reflects Customer's voluntary agreement to change its pre-subscribed carrier to such BULLSEYE TELECOM entity. If these Services are to be purchased for use in any state that has special requirements for such authorization, the Services shall not be available until such special requirements are met by Customer.

3. PURCHASE OF SERVICES/TARIFF REGULATIONS. BULLSEYE TELECOM agrees to provide the Services, in accordance with any effective tariffs that may be revised from time to time. For Services not provided in whole or part pursuant to a Tariff (the 'Tariff'), such Services shall be provided in accordance with the terms and conditions of this Agreement.

4. EFFECT OF ANY DETARIFFING. If, prior to the expiration of the then current Term, BULLSEYE TELECOM applicable Tariff is canceled in whole or in part, where one or more of the affected provisions prior to such cancellation applied to one or more of the Services, then this Agreement shall apply to, in order of precedence from (a) through (d): (a) The Tariff provisions that remain in effect ('Effective Tariffs'), as BULLSEYE TELECOM amended them from time to time in accordance with existing law (including any tariff applicable to any Newly Tariffed Services identified below); (b) Specific provisions contained in this Agreement that expressly apply in lieu of any canceled Tariff, or that apply in addition to, provisions contained in Effective Tariffs; (c) Schedules or specific provisions relating to Customer orders that apply in addition to, but not in contravention of this Agreement; and (d) a specific term in any Tariff as of the time it is withdrawn to the extent that there is not other explicit governing terms in this Agreement. In all events, Customer's rates will be protected with respect to the Effective Tariffs. The applicable rates and charges shall continue to be subject to any discounts, waivers, credits, or restrictions on rate changes that may be contained in this Agreement. At the time that any Effective Tariff applicable to a Service is withdrawn or governmental de-tariffing becomes effective with respect to a Service, the parties agree to incorporate the terms and condition of such tariffs as of the time of withdrawal or de-tariffing as terms and conditions of this Agreement for Service in the absence of other governing terms and conditions until a new Agreement is negotiated and executed.

5. ADDITIONAL PRICING TERMS. If BULLSEYE TELECOM increases rates (excluding surcharges and fees) under the existing Agreement, the Customer has up to ninety (90) days from notification of any rate increase to terminate their existing agreement (by written notice to BULLSEYE TELECOM or by telephone notice by contacting BullsEye Telecom Customer Service subject to recorded Third Party Verification), negotiate a new one, or accept the rate increase. Failure to provide such notice within such ninety (90) day period shall be deemed Customer's acceptance of the rate increase. If customer takes advantage or abuses services such as leaving



an Internet dial-up connection up all day, we have the right to charge for the minutes, disconnect the line, change line back to their previous service provider. For subscribers to BULLSEYE TELECOM's Unlimited plans, Use of PBX, PBX like equipment, auto-dialers, and calls to on-line service, broadcast fax transmissions & data usage traffic are prohibited under this plan. Additional state mandated charges may apply on certain specified routes. If usage exceeds by 10 times the average usage of all customers on this plan in the customer's state, the subscriber may be charged an additional fee of \$100.00 per month per line, or may be offered another plan, or BULLSEYE TELECOM has the right to upgrade their services onto an advanced facility without additional permission from the customer such as being changed to in-building upgrade, advanced switching platforms, or moving lines to better the technology or economics of the service being offered. Subscribers to BULLSEYE TELECOM PRI service (IP or TDM) with less than fifty-percent (50%) call completion rate or average call length less than seven (7) seconds, including predictive dialers and automated dialing customers, may be charged an additional fee of \$250.00 per month per PRI and/or an additional one-cent (\$0.01) per call set-up for those calls, in addition to the contacted PRI T1 and usage charges. In the event the Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except in these circumstances: Where BULLSEYE TELECOM has notified the Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the Customers service and BULLSEYE TELECOM does incur such expenses. Expenses could include special constructions, or where special arrangements for facilities or equipment have begun before BULLSEYE TELECOM receives cancellation notice. The charge will be equal to the costs actually incurred less net salvage. If Customer cancels any Service or any portion of any Service prior to activation, or prior to the completion of the Term commitment made by Customer pursuant to this Agreement, then Customer shall be responsible: (a) for any BULLSEYE TELECOM and local service providers installation requirements, costs and charges and any such termination charges in the event service is canceled prior to activation and (b) for any monthly recurring charges for circuits, loops or connecting equipment necessary for the Services or cancelled portion of the Services in the event service is terminated prior to completion of the Term. BULLSEYE TELECOM may reconfigure underused or underutilized ports and other facilities to reclaim and reuse them more effectively, if the provision of Services to Customer is not impacted, and Customer will be given credit for any ports or facilities returned for reassignment. These Services are retail service and are not for resale or distribution by Customer.

6. TERMINATION FEE FOR CERTAIN EARLY CANCELLATION(S). If this Agreement is cancelled prior to expiration of the Initial Term or the then current term either (I) by BULLSEYE TELECOM for Customer's breach or (II) by Customer except in accordance with the customer service quality satisfaction assurance provision or a BULLSEYE TELECOM breach, Customer is liable for a termination fee ('Termination Fee') equal to the sum of (a) twenty-five dollars (\$25.00) per line multiplied by the number of months remaining on the contract, b) all circuit charges as specified in this Agreement, (c) any cancellation charges for circuits or other Services from BULLSEYE TELECOM or from third parties through BULLSEYE TELECOM and (d) any applicable governmental program charges. Customer agrees that the Termination Fee and the cancellation charges each are based on an agreed term commitment by Customer and is not a penalty. Customer is responsible for any termination fees, commitment fees or penalties that may be assessed to Customer by any predecessor carrier that was utilized by customer prior to obtaining service from BULLSEYE TELECOM.

7. AGREEMENT TERM. Customer commits to purchasing and paying for the Services for the minimum term stated in the applicable Service Order (the 'Initial term'). The Initial Term shall commence as of the first billing cycle during which Services are provided to Customer. If customer commits to an Initial Term length of twelve (12) months or more, after the Initial Term and any



successor term (Term), this Agreement will renew automatically for an additional twelve (12) month period unless either party provides written or telephonic notice (by contacting BULLSEYE TELECOM Customer Service subject to recorded Third Party Verification in the case of a notice from Customer) of cancellation at least thirty (30) days (but not prior to ninety (90) days) before the new Term commences. In order to protect the Customer from an inappropriate complete loss of service, requests to completely disconnect service which result in no local service lines remaining active, written notification is required. All termination notices under BULLSEYE TELECOM's Customer Satisfaction Guarantee, or for non-renewal of a term plan, must be communicated to: 'BULLSEYE TELECOM, Attention Contract Administration, 25900 Greenfield Road, Oak Park, Michigan 48237'; telephone: 877-NET-BULL (877-638-2855) or fax: 248-784-2501. Customers must notify BULLSEYE TELECOM within the Customer Satisfaction Guarantee period and immediately arrange with another carrier to provide service or the Customer will be charged the Early Termination Fee agreed to in the Customer's agreement. Circuits placed in service shall have a minimum term of twelve (12) months from the date they are first placed in service, unless otherwise agreed in writing by the parties for a particular Service at the time it is ordered. If Customer provides a notice of cancellation and continues to use a Service beyond the expiration date of the Term, the rates and charges applicable to Customer will remain in accordance with the agreement.

8. CUSTOMER OBLIGATION TO PAY. BULLSEYE TELECOM provides the Services on the express condition that Customer timely pays for all Services and Customer agrees to pay BULLSEYE TELECOM in United States dollars for all such Services. Customer is responsible for payment of all charges incurred in connection with Services furnished to Customer's number, network addresses and authorization codes. BULLSEYE TELECOM will invoice Customer periodically, generally once a month, for usage and other charges related to the Services. The due date for payment is indicated on the invoice and payment must be received on or before the due date. The Customer must contact BULLSEYE TELECOM concerning a billing dispute, and to be effective, the dispute must be made in good faith, the Customer must itemize the nature and amount of the dispute, and the Customer must timely pay all undisputed amounts. BULLSEYE TELECOM encourages the Customer to notify BULLSEYE TELECOM as soon as possible if the Customer believes that there may be a billing error because prompt notification will enhance the probability that the possible error can be promptly resolved. Delinquent balances will be assessed a one and one-half percent (1.50%) per month interest delinquency charge, not to exceed the maximum amount permitted by law. A reactivation fee of \$30.50 per line applies to reactivate accounts suspended for non-payment. Customers suspended or canceled due to non-payment may be required to give a deposit or be placed on recurring payment by credit card or electronic debit before being reactivated or reinstated.

9. SPECIFIC SERVICES. The following provisions apply with respect to certain specific Services and only if Customer has ordered the Services identified: a. Toll Free Services. Customer is responsible for ALL usage on its toll-free numbers (including without limitation, charges for wrong number calls). Customer agrees to defend and indemnify BULLSEYE TELECOM from all claims related to Customer's usage of its toll-free numbers, except to the extent such claim arises from the gross negligence or willful misconduct of BULLSEYE TELECOM. To protect the integrity of its network, Customer agrees that BULLSEYE TELECOM may, without liability, block any toll-free number having usage surges or heavy traffic loads that BULLSEYE TELECOM determines may impact the provision of services to other customers. Requests for toll-free numbers are controlled by an independent agency based on number availability at the time an order is submitted to the agency. BULLSEYE TELECOM does not guarantee the availability of any requested toll-free number and is not bound by any verbal or preliminary confirmation to Customer of toll-free number availability. BULLSEYE TELECOM makes no representation regarding the legal right of Customer to use any word or phrase created by the alphabetical



translation of a toll-free number. Customer may not reserve or activate a toll-free number for the purpose of selling, brokering or releasing the toll-free number to another person for any fee or other consideration. Customer has no ownership interest in any toll-free number, but may have limited control interest in such numbers in use. If, upon cancellation of its toll-free service, Customer does not submit a written request for the appointment of a new carrier for its toll-free numbers within thirty (30) days of such cancellation, then the number will be returned to the independent administrative agency for reassignment. If Customer subscribes to a toll-free number that is shared with another customer or is part of a bundled service, Customer may not transfer or port such toll-free number to another carrier and Customer agrees to give up use of the number when it changes its Service. b. Local Services. These Voice Services Terms and Conditions supplement any effective terms and conditions set out in the applicable Tariffs and the service price lists of the applicable BULLSEYE TELECOM local service provider (BULLSEYE TELECOM LSP) for the Customer's local serving territory. Customer is responsible for local service directory and directory assistance listings. Customer acknowledges that BULLSEYE TELECOM will, as a service to the Customer, seek to arrange for listing of Customer's telephone number in the local telephone directory, such listing to consist of one line of standard type. In the event BULLSEYE TELECOM omits a subscribers listing from the white pages of the telephone directory or lists an incorrect telephone number, the company shall issue the subscriber a credit for the equivalent of not less than three months regulated local service charges. Such credit shall not apply in cases where the subscriber has provided such listing information after the deadline for directory publication. The subscriber shall be given the option of taking the credit or pursuing other remedies. Customer agrees that Customer has the responsibility to contact its yellow pages representative independently concerning any advertising in the yellow pages directories. If Customer chooses to place an information services provider call or elects to make or receive calls via a carrier other than the BULLSEYE TELECOM LSP or its affiliates, the Customer agrees that it shall be solely liable for such calls and any or all charges related to such calls. This includes all charges initially billed to BULLSEYE TELECOM and charges directly billed to Customer by the other information provider or carrier, and any applicable rebilling charge, in addition to any governmental program or other governmental charges that may apply and charges for the Service provided by BULLSEYE TELECOM LSP and its affiliate to the Customer.

VOICE SERVICES SATISFACTION PROMISE

If you are not satisfied with the voice services you are receiving from BullsEye Telecom simply notify BullsEye Telecom within your 45-Day Promise Period*. All notifications must include the following information in order to honor and process your request:

- Your company name
- Address
- Phone Number
- Account number for each account and specify all services on each account to be considered under this Promise
- Description of the reason for invoking your 45-Day Service Satisfaction Promise (why you are dissatisfied with services)
- Authorized signature and date if submitted in writing



- This notification (see contact information below) must be received by BullsEye Telecom within the 45-day period and sent via one of the following methods.

VIA US MAIL OR OVERNIGHT SERVICE

BullsEye Telecom Inc.
c/o Contract Administrator
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

VIA TELEPHONE

1-877-NET-BULL (1-877-638-2855)
(subject to Third Party Verification)

VIA FACSIMILE

248-784-2501
BullsEye Telecom Inc.
c/o Contract Administrator
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

IMPORTANT:

If the customer has received any special compensation or other incentive for becoming a BullsEye Telecom customer (i.e. payments, credits or waivers associated with termination penalties, migration costs from their original losing carriers), the customer will be liable for reimbursement of these payments back to BullsEye Telecom in the amounts originally paid to or on behalf of the customer. Invoking a customer's 45-Day Service Promise does not constitute release from payments for service used within the 45-Day Service Promise period and the period between notification and switch to an alternate carrier of choice. A customer is liable for all service costs (account and line monthly recurring charges, one-time charges and Usage based charges) as outlined in their service agreement with BullsEye Telecom.

NOTE:

BullsEye Telecom's standard Voice Services Terms and Conditions govern any and all claims outside the initial 45-day Promise period.

Complex Services (i.e. Centrex, DID, etc.) and Corporate Advantage program customers are not eligible for cancellation without penalty under this agreement. Customer is responsible for payment back to BullsEye Telecom for any payments made on customers' behalf (ICBs, contract penalties, etc.), in exchange for becoming a BullsEye Telecom customer.

*Offer expires 45 calendar days after services have been activated for those with contracts for one (1) or more years. Requests to cancel service under this Promise must be received by BullsEye Telecom within the 45-day Promise period. If notification of termination is submitted near the end of the 45-day Promise period, the customer will have up to two (2) calendar weeks following notification to migrate services to another carrier, regardless of the end date of the Promise period. BullsEye Telecom will continue to provide services without prejudice to the customer with no termination charges during this two-week (2) grace period. Customer continues to be liable for all charges while on the BullsEye Telecom network. If services are not



moved to another carrier by completion of the two-week (2) grace period after notification, customer is responsible for all termination charges associated with their service agreement.
APPLICABLE TO ONE (1) AND THREE (3) YEAR CONTRACTS.

OHIO CUSTOMERS PLEASE CALL BULLSEYE TELECOM CUSTOMER SERVICE AT 877-638-2855 FOR A COPY OF THE ABOVE INFORMATION SPECIFIC TO YOUR STATE.