



BULLSEYE TELECOM

Virtual Number Services Terms and Conditions

1. PROVISION OF SERVICE. Subject to the terms and conditions of this Agreement, BULLSEYE TELECOM shall provide to Customer the Service solely for Customers own use, and not for the use or benefit of any third party. The Service provided by BULLSEYE TELECOM to the Customer is not for resale without the prior written agreement of BULLSEYE TELECOM. In the event the Customer attempts to sell the Service, including the routing of Internet Protocol traffic from other individuals or organizations, BULLSEYE TELECOM must be notified and may, at its sole discretion, increase the fees associated with the Service rendered hereunder, or terminate this Agreement, pursuant to the termination provisions contained in these Terms and Conditions. Customer agrees that the Service may not be used for the following purposes: auto-dialing, telemarketing, call center activities, continuous use of extensive call forwarding, call relaying, fax broadcasting or fax blasting. BULLSEYE TELECOM reserves the right to immediately terminate and or modify the Service and pricing, if BULLSEYE TELECOM determines, in its sole discretion that Customers Service is being used for any of the aforementioned activities. Subscribers of BullsEye Telecom VoIP services with less than fifty-percent (50%) call completion rates or average calls less than seven (7) seconds, including predictive dialers and automated dialing customers, may be charged an additional fee of \$250.00 per month per T1 and/or an additional one-cent (\$0.01) per call set-up for those calls, in addition to any contracted local or long distance usage charges. Customer agrees to notify BULLSEYE TELECOM immediately if Customer becomes aware at any time that the Service is being stolen or fraudulently used. In cases where Customer is a lessee of the facilities in which Service is to be installed, Customer assumes complete responsibility for all negotiations with lessor regarding access rights and any delays associated therewith. Customer also assumes all responsibility for any costs assessed to Customer by lessor as a result of the installation of Service.

2. LOSS OF SERVICE DUE TO POWER FAILURE OR INTERNET SERVICE OUTAGE. Customer acknowledges and understands that the Service does not function in the event they experience a power failure. Should there be an interruption in the power supply, the Service will not function until power is restored and may require the Customer to reset or reconfigure the CPE, IP Phones or Other Equipment. Customer also acknowledges and understands that the service requires a fully functioning broadband connection to the Internet and that in the event of an outage the Service will not function until the Internet connection is restored.

3. SPECIFIC SERVICES. The following provisions apply with respect to certain specific Services and only if Customer has ordered the Services identified:

3.1 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. 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. 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.

3.2 LOCAL SERVICES. These VoIP 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 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. Since the directory is published by a third party with no contractual relationship with BULLSEYE TELECOM, in the absence of its gross negligence or willful misconduct, BULLSEYE TELECOM will not be liable to Customer, or third party, for any claims, damages or otherwise, due to any omitted listings from, or erroneous listings in, the telephone directory. Customer agrees that Customer has the responsibility to contact its directory representative independently concerning any advertising in the 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 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 and its affiliate to the Customer.

3.3 BULLSEYE TELECOM WEB PORTAL. Customer is solely responsible for all features and services elected using the BULLSEYE TELECOM Web Portal and for all charges that may be associated with such features and services. Customer's use of the BULLSEYE TELECOM Web Portal is governed by the BULLSEYE TELECOM Master Service Agreement and VoIP Services Terms and Conditions, which can be found at: <http://www.bullseyetelecom.com/>. If Customer does not have access to the electronic version of the Master Service Agreement and VoIP Services Terms and Conditions, a hard copy will be provided.

4. INDEMNIFICATION. Customer agrees to defend, indemnify and hold BULLSEYE TELECOM, its affiliates and its vendors harmless from any claims or damages relating to this Agreement, including any claims or damages arising out of 911 calling.

Please understand that our intention in defining the limitations of our responsibilities in providing VoIP communications services is to ensure that we establish expectations with our customers at the outset of our relationship in such a way that we minimize the possibility of later misunderstanding. We provide the best wide area data communication services in the markets in which we operate, and we intend to continue doing so by focusing on those services that we know we can provide at high levels of customer satisfaction and economical cost.



Although we want to service your communication needs as far as we possibly can, it does neither us nor our customers good for us to attempt to provide services for which we are not trained and qualified. In those cases in which services beyond the scope of our installation procedures are required to ensure your satisfactory use of our network services, we will be glad to work with you to identify third party vendors who can provide those services.

Service Level Agreement – Virtual Number Services

Proactive Customer Notification. BullsEye Telecom guarantees 24 hours a day, 7 days a week that you will be notified of any network outage resulting in downtime. You will be entitled to a prorated credit equivalent to one (1) day's share of your monthly recurring Virtual Number charge for any month in which BULLSEYE TELECOM does not notify you of a service affecting outage, provided that the e-mail address, phone number and other contact information provided by you to us for this purpose is accurate and current.

On-Time Installation. BullsEye Telecom guarantees new service installation by the quoted activation date provided, contingent only on the availability of facilities from your service location to your serving local exchange carrier's central office. If BULLSEYE TELECOM does not meet the respective installation interval listed below, you are entitled to the following:

SERVICE:

- Virtual Number Portability

COMMITMENT:

- 30 business days from the receipt of a completed order

CREDIT:

- Credit for one full month of service

Note: The performance metrics defined in this Service Level Agreement do not apply to number porting delays caused by customers previous service provider or to non-availability of network services arising from traffic or other service impacts induced by extraordinary events such as viruses, denial of service attacks and other network events that are not originated by or are beyond the control of BULLSEYE TELECOM.