



## **BULLSEYE TELECOM VoIP Services Terms and Conditions**

**1. BASIC AGREEMENT.** These terms and conditions supersede any inconsistent BULLSEYE TELECOM terms and conditions set forth in the Master Services Agreement. For purposes of these VoIP Services Terms and Conditions, "Agreement" shall have the definition give in the Master Service Agreement.

**2. 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.

**3. EMERGENCY SERVICES 911 AND E911 CALLING.** Customer acknowledges and understands that the Service may not support traditional 911 or E911 access to emergency services. Customer may not be able to use the Service, IP Phones or CPE and Other Equipment to call for emergency assistance by dialing 911. 911 or E911 calls may be routed to the nearest Public Safety Answering Point office (PSAP). Typically, these calls are answered by the front desk of the PSAP and then routed to an emergency operator at that location. However, some PSAPs will not accept calls in this manner. Additionally, network congestion, radio interference, weak wireless signals or other causes of reduced Internet access service performance may prevent Customer from being able to call 911 or may delay the routing of Customer's 911 call or E911 information. Customer agrees to notify, as appropriate, any of its users of the Service who may place calls using Customers phone services. BULLSEYE TELECOM recommends Customer maintain an alternate means of accessing Emergency Services, such as traditional services or cellular phone services.

**4. SPECIFIC NON-VOICE SERVICE REQUIREMENTS.** Customer shall identify to BULLSEYE TELECOM any and all non-voice systems, including modem use (e.g. point of sale devices),



facsimile and security systems, and any changes in the configuration of such systems during the term of this Agreement, as such systems may require special handling. Customer acknowledges that the Service may not be available for use with such systems, either initially or after a change in configuration, because the Service may not be equipped to function with such systems. Customer waives any claim against BULLSEYE TELECOM for the Service being unavailable for use with such systems, either initially or after a change in the configuration of such systems.

**5. LOSS OF SERVICE DUE TO POWER FAILURE OR INTERNET SERVICE OUTAGE.**

Customer acknowledges and understands that the Service does not function in the event of 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.

**6. INTERNET CONTENT.** BULLSEYE TELECOM hereby WARNS Customer 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 Customer and or users. BULLSEYE TELECOM has no obligation to screen, edit, monitor or otherwise censor Content in any way. 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. Customer 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 Customer and its users, or how they may interpret or use such Content. Customer agrees to hold BULLSEYE TELECOM harmless from all consequences of Customer posting, accessing or using Content, as well as claims resulting from Customer's access to the Services and their use.

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

**8. INTERNET BROADBAND ACCESS.** The Services require Customer to purchase Internet access from BULLSEYE TELECOM and the Customer acknowledges this requirement and that this agreement modifies any pre-existing Internet Access services term to be coterminous with this agreement as the services are deemed codependent.

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



**9.1 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.

**9.2 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.

**9.3 INTERNET BROADBAND ACCESS.** Service options include T-1 or DSL offerings and are limited to BULLSEYE TELECOM market coverage availability. The Service has a minimum bandwidth requirement of 384K. Service availability is subject to actual physical facility available and bandwidth availability. Service qualification and promise to provide service is contingent on BULLSEYE TELECOM's ability to physically provide broadband service adequate to provide Service to specified service location.

**9.4 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 Data Services Terms and Conditions, which can



be found at: <http://www.bullseyetelecom.com/DataAgreement.aspx#7.4>. If Customer does not have access to the electronic version of the Data Services Terms and Conditions, a hard copy will be provided.

**10. 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.

### **Statement of Service Responsibility- Data Services**

At BULLSEYE TELECOM, we want to achieve the expectations we've set. Part of this commitment is ensuring that our customers understand the responsibilities associated with our products and services. Your Broadband consultant will walk through the detail of what responsibilities we have to you as well as the responsibilities that you control. Your signature on the Statement of Service Responsibilities let's us know that you understand the expectations we've set - and allows us to move forward to achieve them.

BULLSEYE TELECOM Reference Points:

Customer Reference Points:

- Local Access Service
- Local Area Network Physical Connectivity
- Inside Wiring
- Computer Workstation and Server LAN Addresses
- Customer Premise Equipment Installation
- Computer Workstation and Server Software
- Customer Premise Equipment Programming for Internet Service
- Customer Premise Equipment Programming for BullsEye VoIP Service
- Domain Name Services
- Non-BULLSEYE TELECOM DNS Hosting
- BULLSEYE TELECOM E-mail Hosting
- Non-BULLSEYE TELECOM E-Mail Hosting
- BULLSEYE TELECOM Web Site Hosting
- Non-BULLSEYE TELECOM Web Site Hosting

Establishment of Internet and other network services is a complex and sophisticated undertaking that requires coordination of activities among a variety of service providers and organizations. A partial listing of parties that must get involved includes local access providers, DSL service providers, domain name registering service providers and a local area network administrator. Depending on conditions at your service locations, successful installation of



services may also require extensive inside wiring and cabling, and software configuration services. It is BULLSEYE TELECOM's mission to provide the finest Internet and other wide area networking services available in the markets we service. It is the purpose of this document to define, in plain English, our direct service responsibilities and those areas in which we share responsibility for successful service installation with our customers and other service providers with whom they do business.

### **What BullsEye Telecom is Responsible for?**

BULLSEYE TELECOM is responsible for the establishment of wide area network (WAN) services to the routers at your designated service locations. Wide area network service includes the ability to originate and receive traffic to and from the Internet, either directly or by means of a frame relay connection through your host business location, at each of your network service sites. Specific components of this responsibility include:

#### **LOCAL ACCESS SERVICE**

Coordination of local access services to each service location with all local access providers required for the services you have ordered. These service providers will include Regional Bell Operating Companies (such as, but not limited to, Ameritech), providers of digital subscriber line services and frame relay switching services providers that may be required to implement the kind of connection you have ordered. The fundamental test of connectivity between our network and your service sites is the ability to 'ping' your routers.

#### **INSIDE WIRING**

Except as noted below, inside wiring required to install your router at a service demarcation point established and agreed to at the time of our site survey of your designated service locations. Exceptions to this policy include cases in which it is apparent that the service installation point requires more than 100 feet of inside wiring, or requires construction or other extraordinary installation services that are beyond the customary scope of inside wiring services. We will establish at the time of the site survey whether inside wiring services are likely to be within the scope of our standard service offering, and if they are not, we will provide an estimate of feasibility, required effort and cost to extend service to the agreed-upon service demarcation point. If extraordinary inside wiring services are required, we will advise you on potential sources that can provide these services through direct contract with you.

#### **CUSTOMER PREMISE EQUIPMENT INSTALLATION**

On-site installation of routers or any other network interface devices that may be required to establish connectivity to your designated service locations within our service areas. For locations outside our immediate service areas, we will either provide you with a third-party installation service at your cost or ship the router or other equipment to you for your installation. We will assist you with installing and connecting BULLSEYE TELECOM-provided IP Phones to the router, but you are solely responsible for installing and connecting such phones to any other interface (e.g., personal computers). To install such phones, you may need additional equipment that we do not provide.



### **CUSTOMER PREMISE EQUIPMENT PROGRAMMING FOR INTERNET SERVICES**

Programming of routers or other interface devices with IP addresses required to establish wide area connectivity to the Internet and from your host network service location.

### **DOMAIN NAME SERVICES**

If Domain Name Services (DNS) have been ordered, we will register a new domain name or effect the transfer of an existing domain name from an incumbent Internet service provider, as may be appropriate. BULLSEYE TELECOM, working with you, will determine whether it is most advantageous for BULLSEYE TELECOM to host the domain name based on the configuration of your services. If, for example, you have a web site hosted at another service provider's data center, we may require that that service provider host the domain. In any event, we will ensure that IP addresses are configured in such a way as to provide reliable access to your network services, including both your business location and any off-site hosted services you may have.

### **BULLSEYE TELECOM E-MAIL HOSTING**

If BULLSEYE TELECOM is hosting your e-mail, we will ensure that each mailbox you order has a user name assigned, that it resides on one of our mail servers and that it is accessible under the appropriate domain name.

### **BULLSEYE TELECOM WEB SITE HOSTING**

If BULLSEYE TELECOM is hosting your web site, we will ensure that you have the required space available on one of our web servers, that IP addressing is configured in such a way that your registered domain name resolves to your web site and that you have the capability, via FTP, to manage remotely the content of your web site.

### **What the Customer is Responsible for:**

BULLSEYE TELECOM is committed to providing you with complete, high-quality data connectivity services, and we will work with you to ensure that you achieve the greatest use of the network services that we provide. That said, BULLSEYE TELECOM is not in a position to provide local area network (LAN) installation and maintenance services, and is not in a position to configure the software on the computers and other workstations on your network. It is advisable at the time of the installation of our WAN connectivity services, or shortly thereafter, that you have your designated LAN services integrator - whoever installed your LAN and configured your desktop software - on hand to ensure that the Internet services we provide to the router are accessible at each of your LAN workstations. Specific items you and or your LAN integrator are responsible for include the following:

### **LOCAL AREA NETWORK PHYSICAL CONNECTIVITY**

Physical connection of your local area network from the router to which we provide WAN service to the workstations, servers and other addressable devices on your LAN. Your LAN may include hubs and internal switching devices that may require reconfiguration upon installation of our wide area network connection. In addition, you may want to extend your LAN to new locations at your business site requiring new cabling and other equipment. Our installation personnel are not trained and certified to provide these services.



### **COMPUTER WORKSTATION AND SERVER LAN ADDRESSES**

Assignment of internal IP addressing required to establish connectivity among the workstations, servers and other addressable devices on your LAN. We will ensure that you or your LAN integrator are aware of the public IP addresses that we have assigned to your network; all private IP addresses to be assigned to the users of your LAN are the responsibility of you and your LAN service provider.

### **COMPUTER WORKSTATION AND SERVER SOFTWARE**

Configuration of your desktop software to ensure service availability to the individual users of your LAN. Your LAN and or software integrator will need to ensure that all browsers, e-mail clients, connection managers and other networking software on your individual workstations are configured properly to provide connectivity your network services.

### **CUSTOMER PREMISE EQUIPMENT ADDITIONS AND PROGRAMMING FOR BULLSEYE VOIP SERVICE**

Additions to programming of PBX's, key systems or other interface devices for voice service (excluding those provided by BULLSEYE TELECOM) are the responsibility of the customer. BULLSEYE TELECOM reserves the right to begin circuit billing within two weeks of installation of the circuit and IAD if the final installation date is delayed for customer related reasons. Customer is solely responsible for installing and connecting BULLSEYE TELECOM-provided IP Phones to any interface other than the BULLSEYE TELECOM-provided router (e.g., personal computers).

### **E-MAIL HOSTING BY CUSTOMER OR OTHER SERVICE VENDOR**

If BULLSEYE TELECOM does not host your e-mail, we are not responsible for the assignment and maintenance of user names to your individual e-mail accounts. That responsibility rests with your LAN integrator or network administrator if your e-mail is hosted on a server on your LAN, or with the service provider providing hosting services to you through a remote data center services, as appropriate

### **WEB SITE HOSTING BY CUSTOMER OR OTHER VENDOR**

If BULLSEYE TELECOM hosts your website, you, the customer, are responsible for maintaining adequate, accessible backup copies of all web page folders files for changing and or reposting web pages for any and all circumstances.

If BULLSEYE TELECOM does not host your web site, we are not responsible for the hosting of your domain name services (DNS) and the resolution of your domain name to the appropriate IP address. Please note: If your web site is hosted on a server on your LAN, we will host and resolve your DNS; but if your web site is hosted by another service provider at a remote data center, we will not host and resolve your DNS

Please understand that our intention in defining the limitations of our responsibilities in providing data 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.

### **DEDICATED INTERNET ACCESS SERVICE LEVEL AGREEMENT PERFORMANCE GUARANTEED.**

At BULLSEYE TELECOM, we back up our promises with the industry's strongest guarantee of performance and reliability. In fact, BULLSEYE TELECOM provides one of the only Service Level Agreements (SLA) in the industry that guarantees minimal packet latency and packet loss over the Internet. And we guarantee 100% network availability. If our network is ever not performing as promised or you lose connectivity as defined below, you are entitled to receive a credit. It's just another way that BULLSEYE TELECOM demonstrates its commitment to complete customer satisfaction.

### **BullsEye Telecom Internet Access and Frame Relay Guarantees**

**100% Network Availability.** BULLSEYE TELECOM guarantees that the BULLSEYE TELECOM network will always be available. You will receive a credit of one (1) day's service of your monthly recurring connectivity charges for every service impacting network outage. If you incur eight (8) or more consecutive hours of downtime in any given month, you have the option to cancel your service contract with thirty (30) days written notice and no early termination penalty.

**Minimal Packet Latency.** BULLSEYE TELECOM guarantees an average monthly Internet latency of less than 85 milliseconds within the BULLSEYE TELECOM network. Latency is measured between the BullsEye network and the rest of the Internet as represented by over 100 popular Web sites on various other national Internet providers' networks. You will be entitled to a credit of one (1) days service of your monthly recurring connectivity charges in which BULLSEYE TELECOMs average Internet latency exceeds 85 milliseconds.

**Minimal Packet Loss.** Using the same measurement methodology as for our latency SLA, BULLSEYE TELECOM guarantees an average monthly Internet packet loss of less than five (5) percent. You will be entitled to a credit of one (1) days service of your monthly recurring connectivity charges in which BULLSEYE TELECOMs average Internet packet loss exceeds five (5) percent.

**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 one (1) days credit of your monthly recurring connectivity charges for any month in which BULLSEYE TELECOM does not notify you of a service-affecting outage, provided that the e-mail address and telephone number provided to BULLSEYE TELECOM are 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:

**ACCESS:**

- T1
- DSL
- SuiteReach

**COMMITMENT:**

- 30 business days from the receipt of a completed order
- 30 business days from the receipt of a completed order
- 10 business days from the receipt of a completed order (Once facilities have been installed in your building)

**CREDIT:**

- Credit for one full month of service
- Credit for one full month of service
- Credit for one full month of service

Note: The network performance metrics defined in this Service Level Agreement do not apply 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.