

## **BULLSEYE TELECOM VOICE SERVICES TERMS AND CONDITIONS**

(Can also be found in larger print at [www.bullseyetelecom.com](http://www.bullseyetelecom.com) or you may call us at:  
**1-877-NET-BULL (1-877-638-2855)**)

**1. BASIC AGREEMENT.** This agreement is a contract. Customer has agreed to purchase the services ("Services") selected on the Customer Authorization Form, or authorized telephonically by the customer subject to recorded Third Party Verification, and such additional Services as may be ordered by Customer from BULLSEYE TELECOM from time to time in the future, on these terms and conditions, and such other terms and conditions identified in the Authorization Form. Customer agrees to comply with such terms and conditions and to timely pay for all Services. Customer is responsible for verifying that all Customer information on the form is complete and accurate and reflects Customer's intentions.

**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. CPNI NOTIFICATION AND CONSENT SOLICITATION.** BULLSEYE TELECOM's ability to deliver superior service is enhanced by having access to Customer account records for marketing purposes. This makes it possible for BULLSEYE TELECOM to: (1) design products and services to meet Customer needs, and (2) target marketing so that Customers receive more qualified mailings and phone solicitations regarding product enhancements and cost savings opportunities. Customers have the right, and BULLSEYE TELECOM has the duty, to protect the confidentiality of information such as the types and amounts of Services Customers buy from BULLSEYE TELECOM and what Customers pay for those services. This information is known as Customer Proprietary Network Information (CPNI). New regulations issued by the FCC require BULLSEYE TELECOM to get a Customer's permission before using CPNI to offer Customer any additional Services outside the product category currently subscribed to by the Customer. BULLSEYE TELECOM will not share information regarding a Customer's account unless required to do so by law. Regardless of whether or not a customer allows BULLSEYE TELECOM use of the CPNI, Customer's service will not be affected.

**4. DEPOSIT.** A deposit may be required of a Customer in compliance with state law. BULLSEYE TELECOM may review Customer's credit profile and may require a security deposit or other assurance(s) of payment as a condition to continuing to provide Services (except where such deposits or assurances are prohibited).

**5. 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.

**6. 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); and 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; Schedules or specific provisions relating to Customer orders that apply in addition to, but not in contravention of this Agreement; and 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.

**7. RATES AND PRICING TERMS.** Customer is being provided each Service reflected on the Authorization Form, if applicable, at the charges, recurring and nonrecurring, stated on the Authorization Form, and where applicable, at the per minute rate stated for the specific Service. If Service is being procured at rates not specified, Customer agrees to pay the standard rate that applies to other similarly situated customers with its volume and term commitment. The rates and charges made available to Customer include any standard volume discounts or promotions that may from time to time be offered for the Services. No discounts are cumulative. Percentage discounts are effective only when associated with the standard rates for an identified BULLSEYE TELECOM plan, and confirmed in writing by BULLSEYE TELECOM. Except as otherwise provided herein, Customer is guaranteed the same net rate for the quoted Service so long as it remains in compliance with this Agreement. Billed charges will include in addition to the rate: any non-recurring charges; governmental taxes; tax and tax-related surcharges, including ad valorem taxes or surcharges; governmental fees or assessments, including surcharges and fees established or assessed by government, and any program-related requirements of BULLSEYE TELECOM; temporary surcharges to recover additional charges or fees required to be paid by unrelated service providers; applicable operator assistance charges, any local loop or Premise Access charges, and any charges of third parties related to Customer's Services which are passed through to Customer; each of which shall be payable by Customer. Discount credits are not available for locations and accounts for which Customer has not accepted full and primary payment responsibility. BullsEye Telecom reserves the right to lower pricing to the customer with no ability for the customer to terminate their existing Agreement. 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 any legal authority such as FCC, PUC or ILEC changes, modifies, repeals, or initiates any rules, orders, tariffs, or other legal requirements that impact BULLSEYE TELECOM's ability to maintain this Agreement in whole or in part and in BULLSEYE TELECOM's sole determination, BULLSEYE TELECOM may terminate this Agreement. 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. 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 Customer's 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 provider's 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.

**8. AGREEMENT TERM.** Customer commits to purchasing and paying for the Services for the minimum term stated in the Authorization Form (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. To insure accurate billing of services, it is the customer's responsibility to notify BullsEye Telecom when any services that are provided by BullsEye Telecom are to be discontinued. The Customer is responsible for the full payment of all services until the date the notification is provided to and received by BullsEye Telecom or the actual date the services provided by BullsEye Telecom is discontinued, whichever is later. All termination notices under BULLSEYE TELECOM's Customer Satisfaction Guarantee, or for non-renewal of a term plan, or for the discontinuation of services, 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.

**9. 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.

**10. 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 Standard 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 subscriber's 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.

**11. BULLSEYE TELECOM PROVIDED EQUIPMENT.** If, and to the extent that, BullsEye Telecom provides to Customer, on the terms and conditions as specified in this Agreement, any equipment in connection with this Agreement (the "Equipment"), Customer, at Customer'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 Telecom's 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 Customer, and no persons or entities other than Customer 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 Customer shall have no right, title or interest therein, except as set forth by this Agreement. Except as described in this Agreement, Customer 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. Customer, 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. Customer shall maintain adequate insurance on the Equipment to insure against damage to or loss of the Equipment and shall provide to BullsEye Telecom a copy of a Certificate of Insurance, upon request.

**12. BREACH, DEFAULT AND TERMINATION.** The following provisions govern breach by a party: a. Breach By Customer. If customer (I) fails to pay any outstanding charges after five (5) days written notice of delinquency, or (II) fails to comply with any other material term or condition of this agreement or fails to cure any other breach of this agreement within thirty (30) days after receipt of notice of such breach from BULLSEYE TELECOM, Customer shall be in default and BULLSEYE TELECOM may, at its option, take any or all of the following actions in: (a) in compliance with state law, terminate the Services or any portion thereof; (b) temporarily suspend or block the Services; (c) remove Customer and Customer's equipment

from BULLSEYE TELECOM facilities and locations; (d) commence action to collect all sums then due or that subsequently become due to BULLSEYE TELECOM; and (e) take any additional steps permitted by law. In the event of termination, Customer shall be liable for all charges incurred as of the termination date, and for such additional charges and fees set out in this Agreement. If Customer takes advantage of or abuses use of any Service or facility provided under this Agreement, such as leaving an internet connection up for an unusual amount of time, BULLSEYE TELECOM has the right to charge for any excess usage and all related costs or expenses. BULLSEYE TELECOM also has right to upgrade Services onto an advanced facility without additional permission from the Customer. b. Breach By BULLSEYE TELECOM. If BULLSEYE TELECOM fails to comply with any material term or condition of this Agreement, and fails to cure its breach of any materials term or condition of this Agreement within thirty (30) days after BULLSEYE TELECOM's receipt of notice from Customer of such breach, Customer may terminate the circuit or Service which is the subject of such failure or non-observance, except for charges incurred with continued use. The Customer shall have no further obligation to BULLSEYE TELECOM for payment of charges (except for the continued use charges) for the terminated circuit or Service after notice to BULLSEYE TELECOM of termination after the expiration of thirty (30) day notice period. Except for the provisions of Section 14, this subsection states Customer's exclusive remedy for a breach by BULLSEYE TELECOM. c. Other Issues On Termination. In the event BULLSEYE TELECOM initiates litigation under this Agreement, then unless Customer prevails in such litigation by order or judgment, BULLSEYE TELECOM shall be entitled to recover its reasonable attorney's fees and other costs of collection. Customer specifically acknowledges that numbers are an addressing convention as part of the North American Numbering Plan and that it has no right to any number(s) or addresses, and that BULLSEYE TELECOM is authorized to not transfer any transportable, toll-free number or other number or address to any other telecommunications provider if Customer has any outstanding balance on its BULLSEYE TELECOM account at the time this Agreement is terminated.

**13. 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.

**14. CUSTOMER SERVICE QUALITY SATISFACTION ASSURANCE:** a. Service Quality Assurance. BULLSEYE TELECOM's service quality is intended to be competitive. If Customer faces continuing Service problems, is dissatisfied with BULLSEYE TELECOM's network quality or faces continued problems with its sales or Service support (but not rates or pricing), Customer may notify BULLSEYE TELECOM of such dissatisfaction and as its exclusive remedy, cancel this Agreement (or any individual Service) subject to payment of all charges currently unpaid, but without liability for any termination fee or cancellation charges, except third party charges and the installation cost of dedicated circuits, if: (i) the problem is not caused by Customer or its representatives or vendors and is attributable solely to facilities, Services or causes within BULLSEYE TELECOM's reasonable control; (ii) BULLSEYE TELECOM is unable to resolve a covered problem to Customer's reasonable satisfaction within thirty (30) days after receipt of Customer's notice; and (iii) Customer's account with BULLSEYE TELECOM is current (i.e., there is no outstanding balance older than thirty (30) days) at the time of cancellation. The notice shall be communicated to BULLSEYE TELECOM, Attention Contract Administration at 25900 Greenfield Road, Oak Park, Michigan 48237 or telephone: 877-NET-BULL (877-638-2855). b. Service Level Agreements - Specific Services. BULLSEYE TELECOM will provide certain applicable Services within the BULLSEYE TELECOM network at the performance levels and according to the terms stated in any Service Level Agreement ("SLA") attachments to this Agreement that may apply to a specific Service. Credits for failure to meet the performance levels are stated in any such attachments. The performance levels stated in such attachments for a Service shall

continue to apply to the same extent to such Service if it is detariffed for the remainder of the Term, unless otherwise modified by BULLSEYE TELECOM. No SLA or other credits are cumulative.

**15. WARRANTIES AND LIMITATION OF LIABILITY.** BULLSEYE TELECOM warrants that its United States telecommunications network meets the applicable technical standards established for call transport by the telecommunications industry and that it has the authority to enter into this Agreement and to perform in accordance with its terms. BULLSEYE TELECOM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITS FACILITIES, TRANSMISSION, EQUIPMENT, DATA OR SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF SERVICES FOR WHICH BULLSEYE TELECOM OFFERS SERVICE LEVEL AGREEMENT CREDIT OR WHERE LIABILITY CANNOT BE DISCLAIMED OR LIMITED AS A MATTER OF LAW, THE ENTIRE LIABILITY OF BULLSEYE TELECOM FOR ALL CLAIMS OF WHATEVER NATURE ARISING OUT OF ITS PROVISION OF FACILITIES, TRANSMISSION, DATA, SERVICE OR EQUIPMENT, AND NOT CAUSED IN WHOLE OR PART BY CUSTOMER OR ANY THIRD PARTY, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE CORRESPONDING PROPORTION OF THE MONTHLY RECURRING CHARGES TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT (OR ANY OTHER EVENT OR ACTION GIVING RISE TO A CLAIM) OCCURS WITH RESPECT TO ANY TARIFFED SERVICE, BULLSEYE TELECOM'S LIABILITY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IF ANY IS NOT LIMITED BY SUCH TARIFF. EXCEPT FOR A REFUND OF ACTUAL CHARGES PAID FOR A NUMBER ASSIGNMENT, PUBLICATION, LISTING OR ADVERTISEMENT (OR WHERE LIABILITY CANNOT BE DISCLAIMED AS A MATTER OF LAW) BULLSEYE TELECOM SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO (i) ANY PREMATURE OR INCORRECT PUBLICATION, LISTING OR ADVERTISEMENT OR ANY TELEPHONE NUMBER OR BUSINESS; (ii) ANY OMISSION OR FAILURE TO LIST OR PUBLISH NUMBERS IN ANY DIRECTORY OR LISTING EXCEPT AS ANY STATE LAW OR COMMISSION RULE OR REGULATION MAY OTHERWISE SPECIFY; AND (iii) ANY DISCONTINUANCE OR CHANGE OF ANY NUMBER. IN NO EVENT SHALL BULLSEYE TELECOM BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS OR OTHER BENEFIT. BULLSEYE TELECOM IS NOT LIABLE FOR ANY ACT OR OMISSION THAT DOES NOT PERTAIN TO THE PROVISION OF SERVICES THAT IS COMMITTED BY ANY OTHER PERSON OR PERSONS. THE REMEDIES SET OUT IN THIS AGREEMENT ARE THE EXCLUSIVE REMEDIES AVAILABLE TO THE PARTIES.

**16. MISCELLANEOUS.** a. Assignment. Customer may not assign this Agreement or other of its rights or obligations herein without BULLSEYE TELECOM's prior written consent, which consent shall not be unreasonably withheld. Any purported assignment shall be void. b. Force Majeure. BULLSEYE TELECOM shall not be liable under this Agreement to Customer for delays, failures to perform, damage, loss destruction of malfunction of any equipment, or any consequence caused by, or due to fire, earthquake, flood, water, natural disaster, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, governmental actions, third party shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control, and any requirement for performance by BULLSEYE TELECOM shall be extended for a reasonable period until such force majeure event can be resolved, except that if such event continues for a period of forty-five (45) days or more, Customer can submit notice to BULLSEYE TELECOM that cancels any order for Services not yet delivered to Customer, or for which a substitute has not been made available by BULLSEYE TELECOM. c. Entire Agreement. This form and any attachments agreed to by the parties, along with any applicable tariff sections represent the entire understanding between BULLSEYE TELECOM and Customer with respect to the Services and supersede any prior written or oral offers or proposals provided by BULLSEYE TELECOM or its representatives not specifically incorporated herein by reference. d. No Waiver. If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party. e. Construe Agreement To Be Valid. In the event any of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the unaffected provisions of this Agreement shall remain in full force and effect to the extent practicable and consistent with the legitimate original expectation of the parties.

BULLSEYE TELECOM and Customer shall negotiate to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with such original expectations. f. Non-Disclosure. Customer agrees that it will not affirmatively disseminate or disclose any of the material terms and condition of this transaction, other than those terms and conditions that are made available to the public by applicable law or regulation, for a period of two (2) years except for that information that is or becomes known or available publicly without any violation of this Agreement, is obtained through a third party without any obligation of confidentiality, or is disclosed pursuant to law or legal process, or is disclosed with permission of the other party. g. Applicable Law. This Agreement shall be governed by Michigan law, and the parties agree that any related litigation may be brought in Michigan state or Federal courts. h. Modification. This Agreement may only be modified in writing signed by both parties.

For contract issues please contact BULLSEYE TELECOM, Attention Legal Department at 25900 Greenfield Road, Oak Park, Michigan 48237 or FAX to 248-784-2501.



## Voice Services Satisfaction

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 Facsimile  
248-784-2501**

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)

**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.**