

BULLSEYE TELECOM, INC. BUSINESS ADVANTAGE TERMS AND CONDITIONS

1. SERVICES. BullsEye Telecom, Inc. ("BullsEye ") 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. These Services are retail service and are not for resale or distribution by Customer. 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 local service provider (BullsEye LSP).

2. RESTRICTIONS. Customer 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"). Customer 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 Customer ("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. Customer 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 Customer 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 Customer will be subject to termination charges outlined in the BullsEye Telecom Terms and Conditions.

3. EQUIPMENT. Unless otherwise set forth in this Agreement, Customer 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. Customer shall be responsible for ensuring such equipment is compatible with the Services.

4. IP ADDRESSES. BullsEye Telecom may 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 it 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.

5. RATES AND PRICING. Customer is being provided each Service reflected in this Agreement, at the charges, recurring and nonrecurring, stated on the Pricing Schedule, as applicable, as specified for the specific Service. 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, applicable operator assistance charges, any local loop or Premise Access charges, and any charges of third parties required by Customer's Services which are passed through to Customer; each of which shall be payable by Customer. If BullsEye increases voice rates (excluding surcharges and fees) under this Agreement for any location covered by this Agreement, the Customer has up to ninety (90) days from the earlier of its receipt of the first invoice reflecting the rate increase, or prior written notification, if any, of such rate increase to elect (by written notice to BullsEye or by telephone notice by contacting BullsEye Customer Service subject to recorded Third Party Verification) to either: (i) terminate the Services for those locations effected by the rate increase, indicating which locations will no longer be covered by this Agreement due to the rate increase, (ii) negotiate a new Agreement with BullsEye for those locations effected by the rate increase, or (iii) accept the rate increase, in which case this Agreement will continue to govern for all locations. Failure to provide such notice within such ninety (90) day period shall be deemed Customer's acceptance of the rate

increase. In the event the Customer elects to terminate its service with BULLSEYE TELECOM at each or any of the locations affected by a rate increase, this Agreement shall nonetheless continue in full force and effect for all other locations covered by this Agreement which were not effected by 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's ability to maintain this Agreement in whole or in part and in BullsEye's sole determination, BullsEye may terminate this Agreement without any liability to BullsEye.

6. CANCELLATION. In the event the Customer should cancel 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 and local service provider's installation requirements, costs and charges and any such termination charges in the event service is cancelled prior to activation and (b) for any monthly recurring charges for circuits, loops or connecting equipment necessary for the Services in the event service is terminated prior to completion of the Term. To insure accurate billing of services, it is the customer's responsibility to notify BullsEye Account Management when any services that are provided by BullsEye are to be discontinued. Customer is responsible for the full payment of all services until the date the notification is provided to and received by BullsEye, or the actual date the service provided by BullsEye is discontinued, whichever is later.

7. DIRECTORY LISTING. Customer acknowledges that BullsEye 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, in the absence of its gross negligence or willful misconduct, BullsEye 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. If Customer chooses to place an information services provider call or elects to make or receive calls via a carrier other than the BullsEye 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.

8. QUALITY ASSURANCE. BULLSEYE TELECOM's service quality is intended to be competitive. If Customer faces continuing Service problems or is dissatisfied with BULLSEYE TELECOM's network quality, Customer may notify BULLSEYE TELECOM of such dissatisfaction in writing or by suitable electronic communication and as its exclusive remedy Customer has the option to move the lines at the Location affected by the Service problems to another provider with no termination fee, except third party charges and the installation cost of dedicated circuits, subject to payment of all charges currently unpaid, 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 Customer must send BullsEye written notification that they intend to move the lines to another provider. The notice shall be sent to BullsEye Telecom, Inc., Attention Contract Administration at 25925 Telegraph Road, Suite 210, Southfield, Michigan 48033. The remaining lines continue in force and are subject to the terms and conditions of this Agreement.

9. OBLIGATION TO PAY. Any credit limit established for Customer shall not be exceeded at any time, unless Customer has received the prior written consent of BullsEye. If Customer's charges do or are projected by BullsEye to exceed its credit limit, or if there is a change in Customer's credit rating, BullsEye 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). Customer shall timely pay for all Services in United States dollars. Customer is responsible for payment of all charges incurred in connection with Services furnished to Customer's number, network addresses and authorization codes. BullsEye will invoice Customer periodically, generally once a month, for usage and other charges related to the Services. Call Detail Records (CDRs) will be provided upon Customer request, if they have been made available to BullsEye. The due date for payment is indicated on the invoice and payment must be received on or before the due date. All billing disputes must be received by BullsEye in writing within thirty (30) days of the invoice date, and to be effective, must be made in good faith, with any itemization of the nature and amount of the dispute, and with Customer timely paying all undisputed amounts. Invoiced amounts not timely and appropriately disputed are final. 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 plus all expenses of collection, including attorney fees. A reactivation fee of \$30.50 per POTS line, Virtual Number or VoIP seat and \$250 for Data Circuits applies to reactivate accounts suspended for non-payment. Customers suspended or cancelled 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. TERM AND TERMINATION. Customer commits to purchasing and paying for the Services for the minimum term stated in the Agreement (the "Initial term"). The Initial Term shall commence as of the first billing cycle during which Services are provided to Customer. 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 notice of cancellation to the address listed below (in the case of notice from Customer) at least thirty (30) days (but not prior to ninety (90) days) before the new Term commences. To insure accurate billing of services, it is the customer's responsibility to notify BullsEye Account Management when any services that are provided by BullsEye are to be discontinued. Customer is responsible for the full payment of all services until the date the notification is provided to and received by BullsEye, or the actual date the service provided by BullsEye is discontinued, whichever is later. All written termination notices under BullsEye's Customer Satisfaction Guarantee, or for non-renewal of a term plan, must be sent to or faxed via facsimile to 248-784-2501: " BullsEye Telecom, Inc., Attention Contract Administration, 25925 Telegraph Road, Suite 210, Southfield, Michigan 48033". 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 be automatically converted to a month-to-month pricing plan. If this Agreement is cancelled prior to expiration of the Initial Term or the then current term either (I) by BullsEye for Customer's breach or (II) by Customer except in accordance with the customer service quality satisfaction assurance provision or due to a BullsEye breach, Customer is liable for a termination fee ("Termination Fee") equal to the sum of (a) twenty five dollars (\$25.00) per POTS line, Virtual Number or VoIP seat multiplied by the number of months remaining on the contract or 100% scheduled monthly recurring charges due under this agreement for data circuits, (b) all circuit charges as specified in this Agreement, (c) any cancellation charges for circuits or other Services from BullsEye or from third parties through BullsEye 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, are reasonable, and are 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.

Should Customer cancel a data order in process prior to installation, or, following installation, terminate this Agreement at any time during the term of the Agreement, Customer 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 Customer's failure to pay fees on a timely basis results in a termination of services, such termination shall be deemed a termination by Customer, and Customer shall be liable to pay BullsEye Telecom any cancellation charges incurred by BullsEye Telecom from other service providers and 100% 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 Customer 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 Customer, for any reason, cease operations at the Service Location provided for in this Agreement, Customer may be liable for any cancellation charges incurred by BullsEye Telecom from other service providers and 100% of scheduled monthly recurring charges due under this Agreement through the scheduled termination date of the Agreement, as if early termination had not occurred.

11. DEFAULT. If Customer (I) fails to pay any outstanding charges within five (5) days after written notice of delinquency (including a past due invoice), 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, Customer shall be in default and BullsEye may, at its option, take any or all of the following actions: (a) terminate the Services or any portion thereof; (b) temporarily suspend or block the Services; (c) remove Customer and Customer's equipment from BullsEye facilities and locations; (d) commence action to collect all sums then due or that subsequently become due to BullsEye; (e) require a deposit; and (f) 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 BullsEye 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'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. The Customer shall have no further obligation to BullsEye for payment of charges (except for the continued use charges) for the terminated circuit or Service. Except as otherwise provided herein, this subsection states Customer's exclusive remedy for a breach by BullsEye. In the event BullsEye initiates litigation under this Agreement, Customer shall be responsible for the reasonable attorney's fees and other costs of collection incurred by BullsEye, unless Customer prevails in such litigation.

12. INTELLECUTAL PROPERTY; NON-INFRINGEMENT. Customer represents and warrants that any patent, trademark, trade secret, copyright, or any proprietary or other intellectual property of Customer that is provided to BullsEye hereunder ("Customer IP") does not infringe on any United States or foreign patent, trademark, trade secret or copyright, or any proprietary or other intellectual

property rights held by any third party. Customer grants BullsEye a non-exclusive license to use the Customer IP during the Term, provided that BullsEye submits such proposed use to Customer for approval prior to using such Customer IP. Customer shall promptly review any such submission by BullsEye and shall not unreasonably withhold approval.

13. 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. 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.

14. 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 Customer's use of the Services. The Customer 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 Customer 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 Customer may be liable for other damages as well. Customer 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, Customer shall remain liable for any unauthorized use.

15. BULLSEYE TELECOM PROVIDED EQUIPMENT. In order to facilitate configuration of equipment and ensure its compatibility with BullsEye Telecom's network, BullsEye Telecom reserves the right to require Customer, as a condition to receiving Service, to use customer premise equipment ("CPE") supplied by BullsEye Telecom. Such CPE may be purchased by Customer or BullsEye may rent to Customer at BullsEye's option. If Customer purchases the CPE, title shall remain with BullsEye until Customer has paid the full purchase price associated with such CPE (as indicated on the Service Order). Customer shall bear the cost of any loss or damage to the CPE from any cause whatsoever, until the purchase price is paid in full. 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 expiration 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. If BullsEye Telecom agrees to rent the CPE to Company (as indicated on the Service Order), then BullsEye Telecom shall retain title to the CPE and Customer agrees to use reasonable care in maintaining the CPE while in Customer's possession. Upon the expiration or termination of the Services, rented CPE shall be returned to BullsEye Telecom by Customer (and at Customer's expense) in good condition, reasonable wear and tear excepted. If required per the terms of this agreement, Customer agrees to return BullsEye Telecom provided equipment, to BullsEye Telecom's offices 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. \$299.00 for each SDSL router.

16. WARRANTIES AND LIMITATION OF LIABILITY. BULLSEYE DISCLAIMS ALL 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. THE ENTIRE LIABILITY OF BULLSEYE FOR ALL CLAIMS OF WHATEVER NATURE ARISING OUT OF ITS PROVISION OF FACILITIES, TRANSMISSION, DATA, SERVICE OR EQUIPMENT, 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. 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 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; AND (iii) ANY DISCONTINUANCE OR CHANGE OF ANY NUMBER. IN NO EVENT SHALL BULLSEYE BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS OR OTHER BENEFIT. BULLSEYE IS NOT LIABLE FOR ANY ACT OR OMISSION OF ANY OTHER PERSON OR PERSONS FURNISHING ANY PART OF THE SERVICE(S). THE REMEDIES SET OUT IN THIS AGREEMENT ARE THE EXCLUSIVE REMEDIES AVAILABLE TO THE PARTIES.

17. MISCELLANEOUS. Customer may not assign this Agreement or other of its rights or obligations herein without BullsEye's prior written consent, which consent shall not be unreasonably withheld. BullsEye 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 transportations, acts or omissions of third parties, or any other cause beyond its reasonable control, and any requirement for performance by BullsEye 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 written notice to BullsEye that cancels any order for Services not yet delivered to Customer, or for which a substitute has not been made available by BullsEye. This form and any attachments agreed to by the parties, along with any applicable tariff sections represent the entire understanding between BullsEye and Customer with respect to the Services and supersede any prior written or oral offers or proposals provided by BullsEye or its representatives not specifically incorporated herein by reference. 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. 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 and Customer shall negotiate to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with such original expectations. 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. Michigan law shall govern this Agreement, and the parties agree that any related litigation shall be brought only in Michigan state courts located in Oakland County Michigan or the Federal court located in Detroit, Michigan. This Agreement may only be modified in writing signed by both parties. For contract issues please contact BullsEye Telecom, Inc., Attention Legal Department at 25925 Telegraph Road, Suite 210, Southfield, Michigan 48033 or FAX to 248-784-2501.