

**BULLSEYE TELECOM, INC. VOICE SERVICES
TERMS AND CONDITIONS--(MONTH-TO-MONTH)**

1. SERVICES. BullsEye Telecom, Inc. ("BullsEye ") agrees to provide the Services, and Customer agrees to pay for the Services, in accordance with the terms of the parties Agreement or any applicable tariffs. These Services are retail services and are not for resale or distribution by Customer.

2. RATES AND PRICING. Customer is being provided the Services at the prices reflected in the Agreement, the applicable order form or Pricing Schedule, as applicable. 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; 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 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, or change line back to their previous service provider.

3. CANCELLATION. In the event the Customer cancels any Service prior to activation, Customer shall be responsible for any BullsEye and local service provider's installation requirements, costs and charges and any related termination charges. 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.

4. DIRECTORY LISTING. Customer is responsible for local service directory and directory assistance listings. BullsEye will, as a service to the Customer and upon written request, 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. Customer agrees that Customer has the responsibility to contact its yellow pages representative independently concerning any advertising in the yellow pages directories.

5. OBLIGATION TO PAY. 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 monthly 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. 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.

6. TERM AND TERMINATION. The Services are being provided on a month-to-month basis. Either party may terminate the Agreement upon 30 day's notice, or in the event of a breach by the non-terminating party, in accordance with paragraph 7. 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. DEFAULT. If Customer (I) fails to pay any outstanding charges when due, or (II) fails to comply with any other material term or condition of this Agreement, 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 due; (e) require a deposit; and/or (f) take any additional steps permitted by law. 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.

8. AUTHORIZATION TO ACT ON BEHALF OF CUSTOMER: This Agreement constitutes a letter of authorization for BullsEye Telecom to act on behalf of Customer with any third-party service provider that may be involved or may become involved in the management and maintenance of the services provided under this Agreement. Customer agrees that BullsEye Telecom is empowered to ensure that all services ordered under this Agreement are provisioned by BullsEye Telecom on a network, including but not limited to BullsEye Telecom's own network, best able to provide the specified services, or equivalent services at the highest levels of service quality and reliability, and at the most economical cost.

This authorization for BullsEye Telecom to act on behalf of Customer includes but is not limited to the ongoing management of such auxiliary features and messaging services as, voice mail, all local calling features, email, security or fraud protection, repair and installation management of services, data services such as DSL, T1, ISP services, VoIP services, cellular services, telecom expense management services, domestic and international long distance services, and the use of underlying providers of local services such as ILECs, CLECs, data service providers and billing services. In the course of providing these services BullsEye Telecom may from time to time, and at its sole discretion, replace elements of any of the services provided under this Agreement for maintenance, move services to alternative providers for reasons such as but not limited to availability, reliability and/or cost. BullsEye Telecom makes no promises as to whether or not any customer or location of the customer will be contacted before a network management change is made, whether or not the change is planned or unplanned, nor can any change be deemed to be permanent. Further, BullsEye Telecom makes no promises that services that have been provisioned or provided will continue to be provided either in its original form or via alternative means. BullsEye Telecom will use best efforts to always supply and provide Services, which are deemed by industry standards to be of the highest commercially available reliability and quality, when and where available.

9. WARRANTIES AND LIMITATION OF LIABILITY. BULLSEYE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITS FACILITIES, TRANSMISSION, EQUIPMENT, DATA OR THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE LIABILITY OF BULLSEYE FOR ALL CLAIMS OF WHATEVER NATURE ARISING OUT OF ITS PROVISION OF FACILITIES, TRANSMISSION, DATA, SERVICES OR EQUIPMENT, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MOST RECENT MONTHLY RECURRING CHARGE TO CUSTOMER. IN NO EVENT SHALL BULLSEYE BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS. BULLSEYE IS NOT LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY FURNISHING ANY PART OF THE SERVICES. THE REMEDIES SET OUT IN THIS AGREEMENT ARE THE EXCLUSIVE REMEDIES AVAILABLE TO THE PARTIES.

10. MISCELLANEOUS. BullsEye shall not be liable under this Agreement to Customer for delays, failures to perform, damage, loss, or any consequence caused by, or due to fire, earthquake, flood, natural disaster, labor disputes, civil disturbances, governmental actions, or any other cause beyond its reasonable control. The Agreement and any attachments and these Terms and Conditions represent the entire understanding between BullsEye and Customer. Customer agrees that it will not disseminate or disclose any of the material, non-public terms and condition of this transaction. 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.

Initialed by BullsEye _____

Customer _____