

## **BULLSEYE TELECOM INC. MASTER SERVICE AGREEMENT**

**1. BASIC AGREEMENT.** The Master Service Agreement and the agreements and documents referenced herein constitute a contract (collectively, "Agreement"). Customer has agreed to purchase the services ("Services") selected on each individual attached Service Order (collectively, the "Service Orders" and each, a "Service Order"), 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 Agreement, including the terms set forth in the specific Service Terms and Conditions ("Service Terms and Conditions"), which can be found at [www.bullseyetelecom.com](http://www.bullseyetelecom.com). If Customer does not have access to the electronic version of the Service Terms and Conditions, a hard copy will be provided upon request. Customer agrees to comply with all such terms and conditions and to timely pay for all Services. Customer is responsible for verifying that all Customer information on the Service Order is complete and accurate and reflects Customer's intentions. To the extent any terms or conditions in this Master Service Agreement are inconsistent with the terms set forth in the Service Terms and Conditions, the terms set forth in the Service Terms and Conditions will govern.

**2. PROVISION OF SERVICES.** Subject to the terms and conditions of this Agreement, BULLSEYE TELECOM shall provide to Customer the Services solely for Customer's own use, and not for the use or benefit of any third party. Customer may allow its employees, agents, and other users to access the Services on Customer's behalf, provided Customer communicates the terms and conditions of this Agreement to all potential users, and obtains from each user (or, in the case of a minor user, from the parent or legal guardian) a substantively equivalent agreement that limits the liability of BULLSEYE TELECOM as described in this Agreement. Customer takes full responsibility for the use of the Services by any minors and hereby consents to such minors' use of the Services. The Services provided by BULLSEYE TELECOM to the Customer are not for resale without the prior written agreement of BULLSEYE TELECOM. In the event the Customer attempts to sell the Services, including the routing of Internet Protocol traffic from other individuals or organizations, BULLSEYE TELECOM must be notified. In such case, BULLSEYE TELECOM may, at its sole discretion, increase the fees associated with the Services rendered hereunder, or terminate this Agreement, pursuant to the termination provisions contained in these Terms and Conditions.

**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. 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). BULLSEYE TELECOM is required 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. Customer's service will not be affected regardless of whether or not a customer allows BULLSEYE TELECOM use of the CPNI.

**4. UPGRADES AND SUPPORT.** From time to time, BULLSEYE TELECOM may (and has the right to) send information and offers to Customer and its users about upgrades, documentation and other services offered by BULLSEYE TELECOM. Notwithstanding the foregoing, unless otherwise agreed in writing, under no circumstances shall BULLSEYE TELECOM have any obligation to provide Customer with upgrades, enhancements, modifications, or support for the Services other than as set forth herein.

### **5. BILLING, CHARGING AND PAYMENT.**

**5.1. 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).

**5.2. CREDIT LIMIT.** Any credit limit established for Customer shall not be exceeded at any time, unless Customer has received the prior written consent of BULLSEYE TELECOM. If Customer's charges do or are projected by BULLSEYE TELECOM to exceed its credit limit, or if there is a change in Customer's credit rating, 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).

**5.3. RATES AND PRICING TERMS.** Customer is being provided each Service reflected on the Service Orders at the charges, recurring and nonrecurring, stated on the Service Orders, 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 for any Service(s) to the Customer with no ability for the Customer to terminate those Service(s). If BULLSEYE TELECOM increases rates (excluding surcharges and fees) for any Service(s) under the existing Agreement, the Customer has up to thirty (30) days from notification of any rate increase to terminate those Service(s) (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 thirty (30) day period shall be deemed Customer's acceptance of the rate increase, unless specified otherwise in Service Terms and Conditions.

**5.4. PAYMENT OBLIGATIONS.** Customer shall pay monthly to BULLSEYE TELECOM the fees for all Services provided, including all applicable line access, seat, feature, usage and any other fixed recurring charges as set forth in this Agreement. Services specified as 'prepaid,' if any, shall be paid in part at time of sale, the balance due at time Service is installed. Customer shall also pay BULLSEYE TELECOM any applicable Account Initiation fees and or Deposits at the time of execution of this Agreement. Line access, seat, feature and any other fixed recurring charges will be invoiced monthly, in advance, and are due upon receipt during the term of this Agreement. Each invoice will also show any fees due for usage for the previous completed month and are due at the same time as the advance monthly fees.

**5.5. BILLING DISPUTES.** Any billing disputes must be received by BULLSEYE TELECOM 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.

**5.6. LATE/NON-PAYMENT.** Failure to pay fees on a timely basis may at BULLSEYE TELECOM's option, be deemed as termination by Customer, and Customer shall be liable to BULLSEYE TELECOM for one hundred (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. This amount will be billed as a single lump sum amount, due and payable by Customer to BULLSEYE TELECOM upon termination. Should the Services be terminated, interrupted or discontinued due to non-payment, BULLSEYE TELECOM may at its option require Customer to pay a restoration charge, in addition to any current late payment charge and interest, prior to reconnecting the Services. Unpaid invoices are subject to BULLSEYE TELECOM's then-current late payment charge and interest of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, plus all expenses of collection, including attorney's fees.

**6. AGREEMENT TERM.** Service is offered on the contractual term periods specified on the applicable Service Order and begins upon the date of initial service activation, unless specified otherwise in the Service Terms and Conditions. If Customer commits to an Initial Term length of twelve (12) months or more, any subsequent terms of this Agreement automatically renew for one (1) year periods without further action by Customer unless Customer gives BULLSEYE TELECOM written notice of non-renewal at least sixty (60) days but not more than one-hundred twenty (120) prior to the end of the term in which notice is given. Expiration of the term or termination of Service does not excuse Customer from paying all unpaid, accrued charges due in relation to the Agreement.

## **7. EQUIPMENT**

**7.1. 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. Customer acknowledges that it has sole and complete responsibility to maintain physical, logical and environmental security and control with respect to all Equipment, and BULLSEYE TELECOM shall have no liability whatsoever to with respect to any breach of security caused by, related to, or arising out of Customer's failure to maintain proper physical, logical or environmental security with respect to any Equipment. 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.

**7.2 LAWFUL USE OF SERVICE, CPE AND OTHER EQUIPMENT.** Customer agrees to use the Services and Equipment only for lawful purposes. Customer agrees not to use the services for transmitting or receiving any communication or material that would constitute or encourage a criminal offense, give rise to a civil liability or otherwise violate any applicable local, state, national or international law. Customer and its users shall observe all generally accepted Net protocol. 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'), including account holders' names and other registration and identification information. 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 of which it becomes aware. BULLSEYE TELECOM reserves the right to immediately terminate or modify the Services, if BULLSEYE TELECOM determines in its sole discretion that Services are being used for any of the aforementioned activities.

**8. BREACH, DEFAULT AND TERMINATION.** The following provisions govern breach by a party:

**8.1. 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: (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.

**8.2. 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 material 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, unless otherwise specified in the Service Terms and Conditions. Except for the provisions of Section 21, this subsection states Customer's exclusive remedy for a breach by BULLSEYE TELECOM.

**8.3. TERMINATION.** This Agreement shall be effective and binding upon the parties hereto upon full execution by both parties. Should Customer seek to terminate existing Services at any service location, 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 shall be liable to charges as outlined in BULLSEYE TELECOM's Move Relocation Policy, a copy of which can be found on BULLSEYE TELECOM's web site at [www.bullseyetelecom.com](http://www.bullseyetelecom.com) or in writing upon request, and subject to the notice provisions outlined in the Service Terms and Conditions. Either party may terminate this Agreement upon the other party's breach of any term, condition, or

obligation under this Agreement if such breach is not remedied (i) within ten (10) days from the date of written notice with respect to any monetary obligation, and (ii) within thirty (30) days from the date of written notice with regard to any other breach. 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.

BULLSEYE TELECOM recognizes that Customer's technology needs can change rapidly. For that reason, notwithstanding anything to the contrary in Section 8.4 or any other provisions in this Agreement, Customer will not be liable to pay any cancellation charges if Customer switches from one type of BullsEye Service ("Prior Service") to another type of BullsEye Service ("New Service") before the term of the Prior Service expires, so long as: (a) the length of the term for the New Service is at least as long as the amount of time remaining in the term for the Prior Service; and (b) the monthly recurring charges for the New Service are equal to or greater than the monthly recurring charges for the Prior Service.

**8.4. TERMINATION FEE FOR EARLY CANCELLATION.** Should Customer cancel an 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 cancellation charges as outlined in BULLSEYE TELECOM's Order Cancellation and Termination Policy, a copy of which can be found on BULLSEYE TELECOM's web site at [www.bullseyetelecom.com](http://www.bullseyetelecom.com) or in writing upon request, and which, in part, provides that Customer may be liable to BULLSEYE TELECOM for one hundred (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, unless otherwise noted in the Services Terms and Conditions. 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 Company, and Customer shall be liable to pay BULLSEYE TELECOM cancellation charges as outlined in BULLSEYE TELECOM's Order Cancellation and Termination Policy. 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 one hundred percent (100%) of the monthly recurring charges for each remaining month of the Term, all circuit charges as specified in this Agreement, any cancellation charges for circuits or other Services from BULLSEYE TELECOM or from third parties through BULLSEYE TELECOM, CPE or Equipment charges and any applicable governmental program charges, unless otherwise noted in the Services Terms and Conditions. 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.

**8.5. 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. BULLSEYE TELECOM may, solely at BULLSEYE TELECOM's discretion, release any telephone number that was ported to BULLSEYE TELECOM by Customer and used in conjunction with Customers Service to Customers new service provider provided Customers account is terminated and paid in full.

**9. ASSIGNMENT.** This Agreement is not assignable, transferable or sub-licensable by Customer except with BULLSEYE TELECOM's prior written consent.

**10. FORCE MAJEURE.** Customer shall not hold BULLSEYE TELECOM liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics and similar occurrences beyond BULLSEYE TELECOM's reasonable control.

**11. ENTIRE AGREEMENT.** This Agreement, which includes the Service Orders, these Master Services Terms & Conditions and the agreements and documents referenced therein and herein, 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. All modifications to this Agreement must be in written form and approved by BULLSEYE TELECOM.

**12. 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.

**13. 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.

**14. 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.

**15. GOVERNING LAW.** This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to its conflict of laws principles, and the courts sitting in either Oakland County, Michigan or the United States District Court for the Eastern District of Michigan shall have exclusive jurisdiction and venue relative to any claim or dispute arising hereunder.

**16. CHANGES TO THIS AGREEMENT.** BULLSEYE TELECOM may change the terms and conditions of this Agreement from time to time. Changes to this Agreement supersede all previously agreed to electronic and written Terms and Conditions. If Customer continues to be enrolled in, use, or pay for the Services after any changes in prices, charges, and/or terms and conditions have been made, Customer agrees to the changes. Notices are given and effective on the date posted on the BULLSEYE TELECOM web site at [www.bullseyetelecom.com](http://www.bullseyetelecom.com) and/or the date BULLSEYE TELECOM notifies Customer of changes by the following: email at the address provided by Customer, postcard, letter, recorded announcement, message on Customer's bill, an insert in Customer's bill, newspaper ad, or a call to Customer's billed telephone number, whichever occurs first.

**17. SURVIVAL.** The provisions of Sections 5, 7, 8 and 19 shall survive any termination of this Agreement.

**18. 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 TELECOM's equipment, transmitted over networks accessed by the Services, or otherwise connected with Customer's use of the Services. Customer agrees that due to the state of the art capabilities, unauthorized access to their site is possible. BULLSEYE TELECOM acts as a common carrier, and as such does not provide any filtering or protection from the activities of the Internet as a whole. The Customer is responsible for analyzing, implementing, maintaining, and monitoring network security as it pertains to its 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 term 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.

**19. WARRANTIES AND LIMITATION OF LIABILITY.** BULLSEYE TELECOM warrants only 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-SPECIFIC 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 CUSTOMER.

**20. MISCELLANEOUS.** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Both parties agree this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind BULLSEYE TELECOM in any respect whatsoever. In the event of a breach of this Agreement, or a dispute with respect hereto, which cannot be settled by the parties through negotiation, the parties agree to submit the matter to the Small Claims Court in Southfield, Michigan, or, if such court is unavailable, the Small Claims Court of appropriate jurisdiction and venue elsewhere in Oakland County, Michigan; provided, however, that if the dispute is not within the jurisdiction of such court or the amount of the claim exceeds the jurisdictional limit of such court, the parties agree to submit the matter to binding arbitration in Southfield, Michigan, pursuant to the Commercial Rules of the American Arbitration Association. In addition, the prevailing party shall be entitled to recover costs and attorneys' fees. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Government entities may qualify for specialized billing treatment. Visit [http://www.bullseyetelecom.com/support\\_sla.aspx](http://www.bullseyetelecom.com/support_sla.aspx) to review applicability. CUSTOMER RECOGNIZES AND AGREES THAT THE WARRANTY, LIABILITY AND REMEDY DISCLAIMERS AND LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT, THAT WITHOUT THEM BULLSEYE TELECOM WOULD NOT ENTER INTO THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY CUSTOMER TO ENTER INTO THIS AGREEMENT.

**21. CUSTOMER 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 25925 Telegraph Rd, Suite 210, Southfield, Michigan 48033 or telephone: 877-638-2855.

**22. SERVICE LEVEL AGREEMENTS - SPECIFIC SERVICES.** BULLSEYE TELECOM will provide the Services within the BULLSEYE TELECOM network at the performance levels and according to the terms stated in any Service Order that may apply to a specific Service. Credits for failure to meet the performance levels are stated in any such Service Order. The performance levels stated in such Service Order 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 Service Order or other credits are cumulative.

**23. COMPLIANCE WITH PAYMENT CARD INDUSTRY DATA SECURITY STANDARD.** To the extent applicable, Customer (i) acknowledges that BULLSEYE TELECOM contracts with third party service providers who are responsible for the security of cardholder data while in such third party service provider's possession, including the functions relating to transmitting of the cardholder data in compliance with the Payment Card Industry Data Security Standard ("PCI DSS"). Customer acknowledges that BULLSEYE TELECOM (i) 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, WITH RESPECT TO ANY OF ANY PCI DSS, and (ii) SHALL HAVE NO LIABILITY OR OBLIGATION TO ANY PARTY WITH RESPECT TO THE TRANSMITTING OF CARDHOLDER DATA, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY WITH RESPECT TO ANY ACTUAL OR ALLEGED VIOLATION OF PCI DSS.

By signing, faxing or mailing (via US Mail or e-mail) your approval of this Master Service Agreement, you and BullsEye Telecom are agreeing to this Master Service Agreement, any Service Orders attached to this Master Service Agreement and the specific Terms and Conditions for the Service(s) ordered (Service Ts & Cs), which can be found at [www.bullseyetelecom.com](http://www.bullseyetelecom.com). If you do not have access to the electronic version of the Service Ts & Cs, a hard copy will be provided upon request. Further, by signing, faxing or mailing (via US Mail or e-mail) your approval of this Master Service Agreement, you acknowledge that you do not need to complete the signature blocks on any attached Service Order for that Service Order to be binding on you and BullsEye Telecom.