

BULLSEYE TELECOM DATA SERVICE TERMS AND CONDITIONS

1. BASIC AGREEMENT. These Data Services Terms and Conditions apply to any and all Data Services ordered by Customer (the 'Services') and supersede any inconsistent BULLSEYE TELECOM terms and conditions set forth in the Master Service Agreement. For purposes of these Data Services Terms and Conditions, 'Agreement' shall have the definition given in the Master Service Agreement.

2. BROADBAND DESCRIPTION OF SERVICE. BULLSEYE TELECOM Broadband Access Services provide an always-on, high-speed data connection from the End-User's premises to the Internet. Service delivery is dependent on market availability.

2.1. ASYMMETRIC DSL

ADSL is well suited for locations with only a few applications requiring broadband access. ADSL Broadband Access is provided via a 2-wire circuit from the End-User's premise to DSL equipment located in a nearby CO. This circuit is shared with a regular telephone line, or for ADSL Dedicated the service is delivered on its own pair of wires. The circuit is terminated at the End-User's premises via CPE provided or specified by BULLSEYE TELECOM.

2.2. SYMMETRIC DSL

SDSL is typically used for business purposes because the symmetric speeds enable high-speed communications both to and from the End-User's premises. SDSL Broadband Access is provided via a 2-wire circuit from the End-User's premise to DSL equipment located in a nearby CO. Depending on the actual Last-Mile Carrier, this circuit may be shared with a regular telephone line or be delivered on a separate pair of wires. This circuit is terminated at the End-User's premises via CPE provided or specified by BULLSEYE TELECOM.

2.3. T1

T1s are typically used for mission-critical business purposes because the symmetric speeds enable high-speed communications both to and from the End-User's premises, and because businesses have confidence in this standardized technology that has evolved over several decades. Each T1 Broadband Access circuit is provided via a 4-wire solution (two pairs) from the End-Users premises to the equipment located in the closest CO. This circuit is terminated at the End-User's premises via CPE provided or specified by BULLSEYE TELECOM.

2.4. CABLE

BULLSEYE TELECOM provides Business-Class Cable Broadband Access service that is provided via a coaxial cable from the End-User's location to the nearest Cable Head-End. This cable line is shared with the regular cable television line. The circuit is terminated at the End-User's premises via a Cable Modem/Router either provided by or specified by BULLSEYE TELECOM. Delivering cable service requires a site survey, to determine availability prior to scheduling installation of service. If End-User requests a site survey, End-User may be subject to a \$100 site survey fee. Based on the site survey, additional installation fees may be required for provisioning the cable service. In such cases, the End-User will receive a quote for any additional installation fees and will have the opportunity to approve or deny the additional charges prior to incurring any such charges.

2.5. FIXED WIRELESS

Fixed Wireless broadband access is typically used as a backup solution for other primary broadband access services like T1 or for remote End-User locations that

have limited broadband access. Fixed Wireless is provided via high-speed 2.5G, 3G or 3.5G wireless technology. The service is terminated at the End-User's premises via a wireless modem, antenna and associated ancillary equipment.

Site pre-qualification for broadband access is the result of a best-effort analysis of service availability at each site may vary on submission of order and cannot be absolutely determined before actual installation or site survey. If the selected type of broadband access is not available at a particular site, End-User may authorize BULLSEYE TELECOM to substitute an alternative type of broadband access based on the End-User's pre-defined preference hierarchy.

3. 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 of 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 Master Service Agreement and Order Cancellation and Termination Policy.

4. 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. Customer shall also be responsible for maintaining the security of all its accounts, passwords, files, and any Content it disseminates through using the Services, and for all uses of its accounts, with or without Customer's knowledge or consent. BULLSEYE TELECOM shall not be liable for any use of a requested domain name prior to BULLSEYE TELECOM informing Customer that such name has been approved by Network Solutions. Customer agrees to return BULLSEYE TELECOM provided equipment, to BULLSEYE TELECOM's offices, in good working condition, 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 45 days, Customer hereby agrees to pay the Stipulated Loss Value for equipment not returned. Stipulated Loss Value means 1. \$590.00 for each fixed wireless modem, \$175 for each fixed wireless antenna and \$250 for each fixed wireless low noise amplifier 2. \$495 for each T1 router 3. \$250 for each Cable modem 4. \$225 for each ADSL modem 5. \$299 for each SDSL router.

5. IP ADDRESSES. BULLSEYE TELECOM will assign IP addresses based on the number of workstations / nodes and as they are needed and used by Customer. IP blocks are for Customer use only and it is understood that BULLSEYE TELECOM will not guarantee routing of any IPs of any user other than Customer, even if such IP address is part of a block assigned to Customer by BULLSEYE TELECOM. IP addresses are not portable. If Customer discontinues service with BULLSEYE TELECOM 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.

6. CIRCUIT EXTENSIONS AND CROSS CONNECTS. Prices listed herein and on any applicable Service Order are exclusive of any taxes, tariffs, telecommunications surcharges, or other fees that may be imposed from time to time by applicable third parties, law, or regulations. Such surcharges or fees include, but are not limited to, cross connect fees for Customer provisioned local loops, telecom circuit extension fees, electrical extensions, service calls, and fees for jacks and other peripheral equipment provided by a third party and/or not contracted for herein. Circuit Extensions shall be defined as the extension from the LEC point of entry to the Customer's desired demarcation location. In cases where Customer is a lessee of the facilities in which Internet service is to be installed, Customer assumes complete responsibility for all negotiations with lessor regarding access rights and any delays associated therewith. Customer also assumes all responsibility for any costs assessed to Customer by lessor as a result of the installation of Internet connectivity.

7. 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.

8. LIMITATION OF BULLSEYE TELECOM EVERYWHERE DIAL UP SERVICES

8.1. ACCESS RESTRICTIONS. Customer agrees that for all published BULLSEYE TELECOM EveryWhere access numbers, there will be a defined monthly hourly usage limit. The limit is 30 hours per seat per month. The User agrees that once the monthly limit is reached, the account will be billed \$.75/hour for each hour in excess of thirty (30) hours for the remainder of the billing cycle.

8.2. User agrees that their online session may be automatically terminated after fifteen (15) minutes of consecutive inactivity. Inactivity is defined as less than 500 bytes of data transferred between User's modem and the BULLSEYE TELECOM EveryWhere service.

8.3. MAXIMUM SINGLE SESSION. User agrees that their online session may be automatically terminated after three (3) hours of consecutive time, regardless of data transferred during such specific online session.

8.4. MINIMUM RE-CONNECT LIMIT. User understands they cannot log back onto the BULLSEYE TELECOM EveryWhere system for a time period of one (1) minute following the termination of their previous online session, regardless of the reason for the previous session's termination.

8.5. MULTIPLE, CONCURRENT ONLINE SESSIONS. User agrees to maintain no more than one (1) concurrent online session for each PPP/ISDN account purchased.

8.6. OTHER CONDITIONS OF USE. These conditions may be amended from time to time. They may also be extended to include other conditions applicable to specific products or services offered by BULLSEYE TELECOM from time to time.

9. BULLSEYE TELECOM CHANGES IN TYPE OF SERVICE POLICY

9.1. UPGRADES OR DOWNGRADES IN SPEED OF SAME SERVICE. BULLSEYE TELECOM will not charge Customers for speed upgrades or downgrades within the same service. However, if the Customer upgrades to a higher speed, a higher monthly recurring charge ('MRC') will be assessed, based on the cost of the new speed.

9.2. SERVICE CHANGE FROM DSL TO SUITEREACH SERVICE. Customers who wish to change from DSL service to SuiteReach service, will incur no additional charges for the service change.8.2.

9.3. SERVICE CHANGE FROM DSL TO T1 SERVICE.

Customers who wish to change from DSL service to T1 service will be subject to a one-time \$150 change of service fee per line. A higher MRC will be assessed, based on the cost of the new speed.

9.4. SERVICE CHANGE FROM T1 TO DSL SERVICE.

Customers who wish to change from T1 service to DSL service will be subject to full cancellation penalties associated with T1 services. Please refer to the BULLSEYE TELECOM Master Service Agreement and Order Cancellation and Termination Policy.

9.5. SERVICE CHANGE FROM T1 TO SUITEREACH SERVICE. Customers who wish to change from T1 service to SuiteReach service will be subject to a one-time \$150 change of service fee per line.

9.6. SERVICE CHANGE FROM SUITEREACH TO DSL SERVICE. Customers who wish to change from SuiteReach service to DSL service will be subject to full cancellation penalties associated with SuiteReach services. Please refer to the BULLSEYE TELECOM Master Service Agreement and Order Cancellation and Termination Policy.

9.7. SERVICE CHANGE FROM SUITEREACH TO T1 SERVICE. Customers who wish to change from SuiteReach service to T1 service will be subject to a one-time \$150 change of service fee per line. In addition, a higher MRC will be assessed, based on the cost of the new speed.

9.8. SERVICE CHANGE FROM ETHERADVANTAGE TO A HIGHER

ETHERADVANTAGE CONNECTION SPEED. Customers who wish to change from EtherAdvantage to higher EtherAdvantage service speeds may be subject to a one-time service change fee of \$125 per line. In addition, a higher MRC will be assessed, based on the cost of the new service speed.

9.9. SERVICE CHANGE FROM ETHERADVANTAGE TO A LOWER SPEED

SERVICE. Customers who wish to change from EtherAdvantage service to a lower-speed service such as T1 will be subject, at the sole discretion of BullsEye Telecom, to full cancellation penalties associated with the EtherAdvantage service. Please refer to the BULLSEYE TELECOM Master Service Agreement and Order Cancellation and Termination Policy.

10. ORDER CANCELLATION POLICY. DSL, T1 and Suite Reach Dedicated Access Customers. Customer cancellation of order prior to installation will incur the following charges:

- DSL Orders: \$150.00 per line
- T1 Orders: \$500.00 per T1
- Frame Relay: \$500.00 per site
- SuiteReach: \$150.00 per line
- Cable Orders: \$250 per line
- Fixed Wireless: \$150.00 per line

EtherAdvantage Customers. Customer cancellation of order **prior to installation** will incur the following charges:

- Recovery of all costs incurred by BullsEye Telecom for preparation of order, procurement of equipment and implementation of services, including time and materials for order processing, circuit design and other service provisioning activities normal to the qualification, engineering and installation of EtherAdvantage service.

11. EARLY TERMINATION.

Subject to Section 9 of these Data Services Terms and Conditions, Customer early termination of Service Agreement after installation will incur the following charges: Each Circuit - 100% of scheduled monthly recurring charges due under the Service Agreement until the scheduled termination date of the Agreement. This amount will be billed and payable as a single lump sum payment by Customer to BULLSEYE TELECOM. HOSTED SERVICES Charges equivalent to the costs of any hardware and service orders procured by BULLSEYE TELECOM required to provision the order, including any communications hardware, servers, software, orders for interconnection services and any penalties payable by BULLSEYE TELECOM to its vendors as a result of the cancellation of the order. AN ADDITIONAL \$500 CANCELLATION FEE Subject to Section 8 of these Data Services Terms and Conditions, Customer early termination of Service Agreement for hosted services will incur a charge of 100% of scheduled monthly recurring charges due under the Service Agreement until the scheduled termination date of the Agreement. This amount will be billed and payable as a single lump sum payment by Customer to BULLSEYE TELECOM.

ETHERADVANTAGE SERVICE

- Recovery of all costs incurred by BullsEye Telecom for preparation of order, procurement of equipment and implementation of services, including time and materials for order processing, circuit design and other service provisioning activities normal to the qualification, engineering and installation of EtherConnect service.
- 100% of scheduled monthly recurring charges due under the Service Agreement until the scheduled termination date of the Agreement. This amount will be billed and payable as a single lump sum payment by Customer to BULLSEYE TELECOM.

12. DATA SERVICES MOVE/RELOCATION POLICY.

DSL

Customers with a need to relocate their DSL service to a new location will be subject to a one time \$150 relocation fee per line. BULLSEYE TELECOM will waive any DSL installation charges at the time of ordering the line for the new location.

T1

Customers with a need to relocate their T1 service to a new location will be subject to the following:

Less than one year of T1 service:

- Remaining number of months in term multiplied by \$250 (per line)
- A one time \$250 relocation fee per line
- BullsEye will waive the T1 installation fee for the new location.

Greater than one year of T1 service:

- A one-time \$250 relocation fee per line
- BullsEye will waive the T1 installation fee for the new location.

ETHERADVANTAGE

Availability of EtherAdvantage service is dependent on the availability of fiber loop and other infrastructure at each location for which EtherAdvantage service is ordered. Customers who want to relocate their EtherAdvantage service to a different location from that at which it originally was installed will need to contact BullsEye Telecom to request an evaluation of feasibility and estimate of costs required to implement the relocation of service.

SUITEREACH

Customers with a need to relocate their service will not be subject to any relocation penalties as long as the customer elects BULLSEYE TELECOM dedicated connectivity services (such as SuiteReach, DSL, T1 or EtherConnect) at the new location.

FRAME RELAY

If a customer seeks to terminate service at any location on a frame relay network, customer will be charged all termination liability fees that BULLSEYE TELECOM incurs from network vendors, regardless of whether service is established at another location. These charges may include termination liability for local access lines, frame relay ports, site visits and other charges. We will quote service move fees, including termination liability, for any service location at Customer's request.

BullsEye Telecom Statement of Responsibility for Data Services

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

BULLSEYE TELECOM REFERENCE POINTS:

- Local Access Service
- Inside Wiring
- Customer Premise Equipment Installation
- Customer Premise Equipment Programming for Internet Service
- Domain Name Services
- BullsEye Telecom E-mail Hosting
- BullsEye Telecom Web Site Hosting

CUSTOMER REFERENCE POINTS:

- Local Area Network Physical Connectivity
- Computer Workstation and Server LAN Addresses
- Computer Workstation and Server Software
- Customer Premise Equipment Programming for Frame Relay Service
- Non-BullsEye Telecom DNS Hosting
- Non-BullsEye Telecom E-Mail Hosting
- Non-BullsEye Telecom Web Site Hosting

Establishment of Internet and other network services is a complex and sophisticated undertaking that requires coordination of activities among a variety of service providers and organizations. A partial listing of parties that must get involved includes local access providers, DSL service providers, domain name registering service providers and a local area network administrator. Depending on conditions at your service locations, successful installation of services may also require extensive inside wiring and cabling, and software configuration services. It is BULLSEYE TELECOM's mission to provide the finest Internet and other wide area networking services available in the markets we service. It is the purpose of this Statement of Responsibility to define, in plain English, our direct service responsibilities and those areas in which we share responsibility for successful service installation with our customers and other service providers with whom they do business.

What BullsEye Telecom is Responsible for:

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

LOCAL ACCESS SERVICE

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

INSIDE WIRING

Except as noted below, inside wiring required to install your router at a service demarcation point established and agreed to at the time of our site survey of your designated service locations. Exceptions to this policy include cases in which it is apparent that the service installation point requires more than 100 feet of inside wiring, or requires construction or other extraordinary installation services that are

beyond the customary scope of inside wiring services. We will establish at the time of the site survey whether inside wiring services are likely to be within the scope of our standard service offering, and if they are not, we will provide an estimate of feasibility, required effort and cost to extend service to the agreed-upon service demarcation point. If extraordinary inside wiring services are required, we will advise you on potential sources that can provide these services through direct contract with you.

CUSTOMER PREMISE EQUIPMENT INSTALLATION

On-site installation of routers or any other network interface devices that may be required to establish connectivity to your designated service locations within our service areas. For locations outside our immediate service areas, we will either provide you with a third-party installation service at your cost or ship the router or other equipment to you for your installation.

CUSTOMER PREMISE EQUIPMENT PROGRAMMING FOR INTERNET SERVICES

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

DOMAIN NAME SERVICES

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

BULLSEYE TELECOM E-MAIL HOSTING

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

BULLSEYE TELECOM WEB SITE HOSTING

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

What the Customer is Responsible for:

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

LOCAL AREA NETWORK PHYSICAL CONNECTIVITY

Physical connection of your local area network from the router to which we provide

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

COMPUTER WORKSTATION AND SERVER LAN ADDRESSES

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

COMPUTER WORKSTATION AND SERVER SOFTWARE

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

CUSTOMER PREMISE EQUIPMENT PROGRAMMING FOR FRAME RELAY SERVICE

Programming of routers or other interface devices with Data Link Circuit Identifiers ('DLCIs') required to establish private, point-to-point, wide-area-network connectivity via frame relay between your client and host network service locations.

E-MAIL HOSTING BY CUSTOMER OR OTHER SERVICE VENDOR

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

WEB SITE HOSTING BY CUSTOMER OR OTHER VENDOR

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

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

Please understand that our intention in defining the limitations of our responsibilities in providing data communications services is to ensure that we establish expectations with our customers at the outset of our relationship in such a way that we minimize the possibility of later misunderstanding. We provide the best wide area data communication services in the markets in which we operate, and we intend to continue doing so by focusing on those services that we know we can provide at high levels of customer satisfaction and economical cost. Although we want to service your communication needs as far as we possibly can, it does neither us nor our customers good for us to attempt to provide services for which we are not trained and qualified. In those cases in which services beyond the scope of our installation procedures are required to ensure your satisfactory use of our network services, we

will be glad to work with you to identify third party vendors who can provide those services.

Dedicated Internet Access

Service Level Agreement

PERFORMANCE GUARANTEED

At BULLSEYE TELECOM, we back up our promises with industry-leading performance and reliability guarantees - demonstrated by our superior performance over seven years of providing high-value, mission-critical data access and transmission services to the commercial marketplace. We are one of only very few providers to guarantee minimal packet loss over the Internet - not just on our local access and switching platform - and we guarantee 100% network availability. If our network is not performing as promised, or you lose connectivity as defined below, you are entitled to receive a credit. It's another way that BULLSEYE TELECOM demonstrates its commitment to complete customer satisfaction.

BULLSEYE TELECOM INTERNET ACCESS GUARANTEES 100% NETWORK AVAILABILITY.

BULLSEYE TELECOM guarantees that the BULLSEYE TELECOM network will always be available. You will receive a credit of one (1) day's service of your monthly recurring connectivity charges for every service-impacting network outage. If you incur eight (8) or more consecutive hours of downtime in any given month, you will receive the service for that month at the impacted location free of charge. Network outages are measured from the time we receive a customer report of the outage.

PROACTIVE CUSTOMER NOTIFICATION.

BULLSEYE TELECOM guarantees 24 hours a day, 7 days a week that you will be notified of any network outage resulting in downtime. You will be entitled to a prorated credit equivalent to one (1) day's share of your monthly recurring access charge for any month in which BULLSEYE TELECOM does not notify you of a service affecting outage, provided that the e-mail address, phone number and other contact information provided by you to us for this purpose is accurate and current.

MINIMAL PACKET LATENCY.

BULLSEYE TELECOM guarantees an average monthly Internet latency of less than 85 milliseconds within the BULLSEYE TELECOM network. Latency is measured between the BULLSEYE TELECOM network and the rest of the Internet as represented by over 100 popular webs sites on various other national Internet service providers' networks. You will be entitled to a prorated credit equivalent to one (1) day's share of your monthly recurring access charge for any month in which BULLSEYE TELECOM's average Internet latency exceeds 85 milliseconds.

MINIMAL PACKET LATENCY FOR ETHERADVANTAGE.

BULLSEYE TELECOM guarantees an average monthly latency of less than 60 milliseconds within the BULLSEYE TELECOM network and between sites using EtherAdvantage.

MINIMAL PACKET LOSS.

BULLSEYE TELECOM guarantees an average monthly Internet packet loss of less than five (5) percent. You will be entitled to a prorated credit equivalent to one (1) day's share of your monthly recurring access charge for any month in which BULLSEYE TELECOM's average packet loss exceeds five percent.

ON-TIME INSTALLATION.

BULLSEYE TELECOM guarantees new service installation by the quoted activation date, contingent on the availability of properly conditioned physical facilities between your service location and the appropriate network point of presence. If BULLSEYE TELECOM does not meet the respective installation intervals listed below, you are entitled to the following:

Access Technology	T1 & SuiteReach	DSL Core Network	DSL Extended Network	ETHERADVANTAGE	Cable Broadband Access	Fixed Wireless
<i>Installation Commitment:</i>	30 business days from receipt of a completed order and credit approval	30 business days from receipt of a completed order and credit approval	Best efforts	Within 10 business days of quoted installation date following facilities engineering approval	35 business days from receipt of a completed order and credit approval	30 business days from receipt of a completed order and credit approval
<i>Credit:</i>	One full month MRC at the impacted location	One full month MRC at the impacted location	No credit	Pro-rated one day MRC credit for each business day beyond the ten-day commitment standard	One full month MRC at the impacted location	One full month MRC at the impacted location

Note: The network performance metrics defined in these Data Services Terms and Conditions and any applicable Service Order do not apply to non-availability of network services arising from traffic or other service impacts induced by extraordinary events such as viruses, denial of service attacks and other network events that are not originated by or are beyond the control of BULLSEYE TELECOM.