

ULLSEYE TELECOM INC.
DIGITAL VOICE ANYWHERE SERVICES TERMS AND CONDITIONS

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

2. SERVICE DESCRIPTION. BULLSEYE TELECOM Digital Voice Anywhere Service is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol (“IP”) and carried, in part, over high-speed Internet access, also known as broadband Internet service. This service may be generically referred to as “voice over IP”. It is separate and distinct from standard BULLSEYE TELECOM Local, Local Toll and Long-Distance services. "Service" or "Services" includes direct-dialed Voice over IP calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which may be offered at additional costs, and which BULLSEYE TELECOM, in its sole discretion, may add, modify, or delete from time to time.

3. SERVICE DISTINCTIONS. The Service is provided on a best efforts basis. Things beyond our control may affect the Service, such as power outages, fluctuations in the Internet, your underlying broadband service. Other things may affect Service, such as maintenance. BULLSEYE TELECOM will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies. Subscribers of BullsEye Telecom Digital Voice Anywhere service with less than fifty-percent (50%) call completion rates or average calls less than seven (7) seconds, including predictive dialers and automated dialing customers, may be charged an additional one-cent (\$0.01) per call set-up for those calls, in addition to any contracted local or long distance usage charges.

4. SERVICE REQUIREMENTS. BULLSEYE TELECOM Digital Voice Anywhere Service requires: (a) specialized customer premises equipment called a telephone adapter (“TA” or “ATA Equipment”) obtained through BULLSEYE TELECOM or a third party that allows connectivity from a regular telephone handset (which you need to supply) to your broadband connection and which you are responsible for installing yourself pursuant to instructions provided to you by BULLSEYE TELECOM and (b) a broadband connection via cable modem (2-way cable), DSL or fiber with broadband capability of at least 90 Kbps upstream and downstream speed that you have a right to use at your own expense. Since voice over IP is dependent on the broadband connection, the availability of an adequate power supply and correct TA configuration, BULLSEYE TELECOM does not guarantee that the Service will be continuous or error-free. In addition, Service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

5. RECOMMENDED SERVICE PARAMETERS. BULLSEYE TELECOM Digital Voice Anywhere Service will provide optimal (but not guaranteed) service quality to any number of simultaneous calls, provided each call has a minimum of 90Kbps of upstream and downstream Internet bandwidth available for the duration of each call.

6. REGISTRATION OF PHYSICAL LOCATION REQUIRED. For each phone number that you use for the Service, you must register with BULLSEYE TELECOM the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. For purposes of the 911 Dialing feature, you may only register one location for use with the Service.

7. CONFIRMATION OF ACTIVATION REQUIRED. Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.

8. SERVICE OUTAGES.

8.1. SERVICE OUTAGES DUE TO POWER FAILURE OR DISRUPTION. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

8.2. SERVICE OUTAGES DUE TO INTERNET OUTAGE OR SUSPENSION OR TERMINATION OF BROADBAND SERVICE OR ISP SERVICE. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

8.3. SERVICE OUTAGE DUE TO TERMINATION OF YOUR BULLSEYE TELECOM ACCOUNT. Service outages due to termination of your account will prevent all Service, including 911 Dialing, from functioning.

8.4. SERVICE OUTAGES DUE TO ISP OR BROADBAND PROVIDER BLOCKING OF PORTS OR OTHER ACTS. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that BULLSEYE TELECOM is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose Service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

8.5. OTHER SERVICE OUTAGES. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

9. NETWORK CONGESTION; REDUCED SPEED FOR ROUTING OR ANSWERING 911 DIALING CALLS. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

10. DISCLAIMER OF LIABILITY AND INDEMNIFICATION. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither BULLSEYE TELECOM nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless BULLSEYE TELECOM, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

11. ALTERNATE 911 ARRANGEMENTS. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

12. INCOMPATIBILITY WITH OTHER SERVICES.

12.1 FAX AND SECURITY SYSTEMS. The Service may not be compatible with fax and security systems. You may be required to maintain a telephone connection in order to use any fax or alarm monitoring functions for any security system installed in your business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

12.2. CERTAIN BROADBAND AND CABLE MODEM SERVICES. You acknowledge that there may be some broadband services with which the Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.