

TERMS AND CONDITIONS

1. Agreement and Services. Prime Time Ventures, LLC ("InfoStructure") agrees to provide to its customer ("Customer"), and Customer agrees to procure from InfoStructure certain telecommunication services ("Services") to be described in this Service Agreement ("Agreement"), of which these Terms and Conditions are a part. Customer agrees to purchase the Services at the prices and for the length of time ("Term") set forth in the Agreement. Subject to the early termination provisions set forth herein, at the end of the Term, the Agreement will automatically continue on a month-to-month basis until terminated by either party upon 30 days written notice.

2. Rates and Charges for Services. Rates and charges will be set forth on the front of the Agreement and will commence on the installation date of Services. Any monthly recurring charges ("MRC") will be billed in advance each month. Any nonrecurring charges ("NRC") will be billed on the first invoice after the installation date, or if the NRC are incurred after the installation date, such charges will be billed on the next invoice thereafter. InfoStructure may adjust the rates and charges for the renewal terms upon written notice provided at least 60 days prior to the end of the term of the Agreement or may revise rates within the term given same notice should InfoStructure's network costs increase due to a change in law, tariffs or pricing by its network service providers. Payments are due on or before the 30th day of the month. InfoStructure may assess a late fee of 1 ½% per month (not to exceed the maximum rate allowed under state law) on all balances not paid when due. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees, whether or not a suit is instituted. InfoStructure has the option to suspend services until payment is made. Termination of Services may follow. All payments hereunder will be in U.S. dollars. Without waiving any right of termination or any other rights hereunder, InfoStructure may require Customer to tender a deposit to guarantee payment hereunder. Upon request, Customer will provide InfoStructure with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. Customer is responsible for payment of any and all federal, state and local taxes, charges or surcharges imposed on or based upon the provision, sale or use of Services (excluding taxes based upon InfoStructure's income). InfoStructure will collect all such taxes, charges, and surcharges unless Customer provides InfoStructure for any and all costs, claims, taxes, charges, and surcharges levied against InfoStructure relative to such exempt status.

3. Tariff Application. Customer acknowledges that the Services may be subject, in whole or in part, to one or more provisions of state or federal tariffs, which may be incorporated or filed by InfoStructure. In the event of any conflict between any provision of the Agreement and any provision of such tariff, the provision of such tariff will control. This Agreement and the Services will be subject to such modifications as may be required or authorized by any regulatory agency in the exercise of its lawful jurisdiction.

4. Maintenance and Upgrade of Facilities. InfoStructure will maintain its facilities and equipment used to provide the Services at no additional charge, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse InfoStructure for the cost of the required maintenance at InfoStructure's standard time and material rate plus any taxes imposed upon InfoStructure related to such maintenance. InfoStructure reserves the right to suspend service for scheduled maintenance or upgrades to InfoStructure's network. Customer shall receive at least 48-hour notice from InfoStructure for service suspensions except those due to emergency in which case InfoStructure will make best efforts for notification given time available. InfoStructure will schedule planned service suspensions during the maintenance window of 10:00PM to 6:00AM. Customer will grant InfoStructure or cooperate with InfoStructure in obtaining access to its premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the services hereunder. If InfoStructure provides Customer with equipment at Customer's premises in order to provide Service under this Agreement, such equipment shall remain the property of InfoStructure and shall be returned to InfoStructure immediately upon the termination of the Service for which the equipment was provided. Customer shall be liable for all loss, theft or damage of such equipment, except for normal wear from prescribed usage.

5. Compliance with Law. This Agreement is Subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies ("Rules"), including CALEA and CPNI regulations, and the obtaining and continuance of any required approvals, authorizations, or tariffs filed with the FCC or any other governmental agency. InfoStructure will use its good faith reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any such Rules adversely affect the Services or requires InfoStructure to provide Services other than in accordance with the terms of this Agreement, either party may, without liability to the other party, terminate the affected Services upon 30 days prior written notice to the other party. In performing their obligations under this Agreement, the parties will comply with all applicable Rules.

6. Limited Warranty. InfoStructure will use reasonable efforts, according to industry standards to provide Services on a 24-hour-a-day, 7-day-per-week basis. InfoStructure does not warrant that Services will be provided without interruption. In case of a Services interruption of more than 24 hours caused by InfoStructure, InfoStructure will credit Customer with InfoStructure's service charge for the period during which the Services were interrupted. Such credit will not be given for Services interruption caused by Customer or by activities or facilities furnished by Customer or third parties. INFOSTRUCTURE MAKES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES AND MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limited Liability. InfoStructure's liability and the exclusive remedy of Customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of Services, will be solely limited to an amount no greater than the amounts payable from Customer to InfoStructure during the Contract Term. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF USE, INCOME OR PROFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES. The provisions of this Paragraph 7 will survive the termination of this Agreement and any Sales Order(s) issued hereunder.

8. Indemnification. InfoStructure and Customer will indemnify, hold harmless, and defend the other, its officers, directors, affiliated companies, employees, agents and subcontractors from liabilities, claims or damages arising out of personal injury or death or damage to property to the extent caused by the indemnifying party's breach of any representation, warranty, term or provision herein or to the extent caused by the acts or omissions of such party, its employees, agents or subcontractors in its performance hereunder. The provisions of this Paragraph 8 will survive the termination of Services hereunder.

9. Termination. Either party may terminate this Agreement upon 30 days written notice to the defaulting party, if the defaulting party: (a) breaches any term or provision herein and fails to cure such breach within the said 30 days; or (b) makes an assignment for the benefit of creditors; or (c) has any proceedings filed against it under any law relating to creditor's rights in general. InfoStructure may terminate the Services if Customer fails to pay any invoice within 30 days of the date of the invoice. Upon early termination for any reason, other than breach by InfoStructure, Customer will immediately reimburse InfoStructure any and all installation waivers. In addition, all rates and charges set forth herein for the entire term of Agreement will become immediately due and payable by Customer to InfoStructure for termination in the first year of a one to three year Agreement; sixty percent of the charges for termination in the second year of a two to three year Agreement and forty percent of the charges for termination in the third year of a three year Agreement.

10. Confidentiality. The parties may have access to certain information, the ownership and confidential status of which is highly important to the other party is treated or designated by one of the parties as confidential (herein referred to as "Confidential Information"). Neither party will disclose the other party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other party, and neither party will copy transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder. Each party will exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality. The provisions of this Paragraph 10 will survive the termination of this Agreement.

11. Force Majeure. In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, act of terrorism, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party hereunder.

12. 911 Service.

12.1 911 Service Description. 911 Service, as described in this Section 12, pertains only to Internet voice services ("VoIP"), provided by InfoStructure, including SIP trunking (InfoTalk Plus) and hosted PBX services (InfoTalk Pro). 911 Emergency Service allows the Customer to contact emergency services when needed. 911 Service includes E911 Service and/or Basic 911 Service as determined by the capabilities of the Public Safety Answering Point ("PSAP"). E911 Service means that a 911 call is routed to the PSAP assigned to the Customer's physical address at which VoIP is provided, and information regarding the Customer's physical address, as provided to InfoStructure by the Customer, is provided to the PSAP. A Customer may select E911 where it is available and pay an MR fee per unique phone number ("DID") activated by InfoStructure, per the Agreement. "Basic 911 Service" means that a 911 call will be routed to the PSAP assigned to the Customer's physical address (as communicated to InfoStructure by Customer) but such call will not provide to the PSAP the caller's location information and/or call back number. Customer may choose to decline 911 service from InfoStructure and thereby become exempt from associated monthly fees; however, because InfoStructure is required by law to process 911 calls, a penalty fee of \$250 per 911 call will be charged to Customers that have declined 911 service.

12.2 911 Service Delivery. The Customer shall maintain accurate information of physical addresses at which VoIP is provided and promptly deliver such information to InfoStructure (in a manner designated by InfoStructure) so that InfoStructure can provide such Customer-provided information to applicable national databases (e.g., Automatic Local Identification (ALI) Database). Customer shall deliver to InfoStructure valid postal addresses and associated physical addresses at which VoIP is provided that can be verified against the Master Street Address Guide ("MSAG"). Customer shall also promptly provide InfoStructure with any updates to Customer's physical address at which VoIP is provided and ensure that Customer shall not use VoIP from a location different from the Customer's physical address at which VoIP is provided or where 911 is not available. 911 Services will not function until the associated physical address of the Customer at which VoIP is provided has been accurately input into the required database(s) (e.g., ALI database). Customer will cooperate with InfoStructure so that such inputs may be performed at the time of activation of VoIP for each designated phone number activated. Customer shall indemnify and hold harmless InfoStructure against any and all claims and expenses resulting from Customer's failure to comply

with this Section 12.2. 911 Service Delivery. The Customer with Services that include InfoTalk Plus and/or InfoTalk Pro shall maintain accurate information of physical addresses at which Services are provided and promptly deliver such information to InfoStructure (in a manner designated by InfoStructure) so that InfoStructure can provide such Customer-provided information

12.3 911 Service Functional Limitations. Customer acknowledges that 911 Services will not function, or will not function properly, in the following situations: (a) if the Customer attempts to place a 911 call from any location other than the Customer's physical address at which VoIP is provided as communicated to InfoStructure by Customer; (b) if power is disrupted at the Customer's physical address; (c) if Internet connectivity is disrupted at the Customer's physical address; (d) if each or any VoIP Services to Customer are cancelled or suspended for any reason (e.g., payment default); (e) if Customer provides InfoStructure with incorrect or invalid physical address information; (f) if Customer fails to notify InfoStructure of any update to Customer's information regarding physical address at which VoIP is provided; or (g) if equipment provided to or used by the Customer in connection with VoIP malfunctions or is improperly installed or configured. If Infostructure has agreed to provide VoIP to Customer in a Basic 911 Area, InfoStructure shall only be obligated to provide basic 911 Service and not E911 Service. In the event that the PSAP in a Basic 911 Area deploys the equipment necessary to enable E911 Services and InfoStructure is unable (in a timely manner) to provide E911 in such Basic Area through its current E911 vendor, then InfoStructure may, upon thirty (30) days' written notice to Customer, terminate VoIP provided to Customer in such Basic 911 Area without further obligation or liability. Customer shall be responsible for all Fees incurred to the date of such termination.

13. RELATIONSHIP OF PARTIES. Neither the Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between InfoStructure and Customer. The parties are independent contractors and shall not be deemed to have any other relationship. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

14. PARTIAL INVALIDITY. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of the Agreement, the parties shall promptly attempt to negotiate a substitute therefor.

15. ENTIRE AGREEMENT. For all of InfoStructure's voice telecommunications services, traditional and VoIP, the Agreement is comprised of the Service Agreement plus these Terms and Conditions, although additional legally binding documents may be applicable and therefore part of the Agreement, such as a Letter of Agency by which Customer grants written authorization to InfoStructure for the porting of existing phone numbers. For InfoStructure's high speed Internet services, whether provided along with

or independent of InfoStructure's voice services, the Agreement also includes InfoStructure's Acceptable Use Policy ("AUP") and, upon request of the Customer, InfoStructure's Service Level Agreement ("SLA"). These schedules for Services, including any other attached schedules signed by both parties, represent the entire Agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the parties relating to the Services. The Terms and Conditions and AUP, both referenced at www.infostructure.net, may be modified from time to time. Any other modification to this Agreement shall be in writing and signed by authorized representatives of both parties. In case of any conflict between the provisions of these Terms and Conditions and any schedule (including any Addendum), the provisions of the schedule or Addendum shall take precedence unless otherwise indicated in writing by the Customer and InfoStructure.

16. General. Customer may not assign its obligations hereunder without the prior written consent of InfoStructure such consent will not be unreasonably withheld. Any amendment must be in writing and signed by the parties hereto. The failure of either party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered a condonation or any continuing or subsequent breach the same provision. This agreement is made under and shall be construed and enforced in accordance with the laws of the state of Oregon, except for those matters within the exclusive jurisdiction of the Federal Communications Commission or matters subject to applicable state regulatory requirements; and arbitration, which shall be governed by the Federal Arbitration Act.