



SERVICE AGREEMENT

This Service Agreement (the "Agreement") is between Stratus Networks, Inc., an Illinois Corporation ("Stratus"), and the Customer identified on the signature page hereto ("Customer"). Stratus and Customer may be referred to herein individually as a "Party" and collectively as the "Parties." The Parties hereby agree as follows:

Stratus will provide Customer with communications services (the "Services") pursuant to the terms of this Agreement. The Parties hereby agree that this Agreement shall consist of the following: (a) the Agreement; (b) any exhibit, schedule or amendment hereto (each, an "Attachment"); (c) each applicable service order ("Service Order") which details the specific service(s) ("Service(s)") to be offered (each Service Order constitutes a separate agreement for the purchase and sale of Service to be provided to Customer by Stratus, the provision and use of which will be subject to this Agreement); and (d) the Terms and Conditions applicable to those Service(s) (the "T&Cs") which may be found in the legal section at www.stratusnet.com and are specifically incorporated into this Agreement by reference as if copied verbatim herein. The T&Cs may be modified from time to time in Stratus' sole discretion; no such modification shall nullify the effectiveness of this Agreement. If a Service Order contains multiple Customer locations and contemplates the provision of separate and distinct Services on a location-by-location basis, the Service Order shall be deemed to be subdivided into separate and distinct Service Orders at each individual location. Customer hereby acknowledges and agrees that any email sent by Customer to Stratus authorizing or ordering any new Service(s) or moves, additions and changes to existing Services and accepted by e-mail from Stratus shall constitute a binding and enforceable Service Order to the same extent as a signed Service Order. In the event of any conflict, the following order of precedence shall apply: (1) the Service Order(s); (2) the Attachment(s); (3) the Agreement; (4) the T&Cs; and (5) any applicable Stratus tariff on file with a state or federal telecommunications regulatory agency (hereafter, "Tariff").

1. Facilities Ordered Delivery & Minimum Service Term. Stratus shall supply to Customer the telecommunications capacity ("Facility" or "Facilities") and related Services described in this Agreement and in each applicable Attachment and Service Order. Upon receipt of a duly executed Agreement and Service Order, and upon satisfaction of Stratus' review to its satisfaction of Customer's credit, Stratus shall notify Customer of the target date for delivery of the Facilities (the "Estimated Availability Date"). Stratus shall use commercially reasonable efforts to install each such Facility on or before the Estimated Availability Date; provided, however, the inability of Stratus to deliver a Facility or make any Services available by such date shall not be a breach of this Agreement. Stratus shall use commercially reasonable efforts for all Customer circuits and sites to go "live" on the same day; provided, however, the inability of Stratus to cause all Customer circuits and sites to go "live" on the same day shall not be a breach of this Agreement, and Customer shall be responsible for all charges incurred once a circuit or site goes "live" regardless of whether other circuits or sites have not yet gone "live". Customer shall take and pay for each Facility for the applicable Service Term set forth in the applicable Service Order(s). The Service Terms for each Facility and/or Service shall begin on the date on which Customer accepts delivery of such Facility or on the date on which Stratus notifies Customer that the facility is available for use, whichever is sooner (the "Start of Service Date"). If Customer cancels a Service Order on or after the fourth (4th) day following Customer's submission of a Service Order but before the Start of Service Date for such Service, Customer shall pay in accordance with the T&Cs a charge equal to (a) one month's Monthly

Recurring Charge ("MRC") for the Service ordered (b) Stratus' internal costs incurred in attempting to fulfill Customer's Service Order; plus (c) the aggregate fees, charges, expenses, taxes and/or liquidation damages payable by Stratus to any third party suppliers arising out of or in connection with the fulfillment of the Service Order or the cancellation thereof or in any way related to the installation of Facilities or the issuance of a Firm Order Commitment. "Firm Order Commitment" means the confirmation by Stratus' underlying carrier that any Facilities associated with the Service Order have been installed. If Customer issues any revised Order ("Change Order") prior to the Start of Service Date, Customer will pay a supplemental fee ("Supp Fee") for such Change Order in accordance with Stratus' then prevailing Supp Fee schedule. Stratus shall be under no obligation to accept a Change Order.

2. Term; Renewal. This Agreement shall commence on the Effective Date and shall remain effective until the termination or expiration (whichever occurs first) of the last remaining Service Order (the "Term"). "Effective Date" means the date on which Stratus accepts this Agreement (as evidenced by the execution hereof by a duly authorized representative of Stratus). Each Service Order shall have an initial term (the "Service Order Initial Term") and shall automatically renew for successive additional terms (each, a "Service Order Renewal Term") equal in length to the Service Order Initial Term unless Stratus receives written notice from Customer to terminate the Service Order not less than forty-five (45) days prior to the expiration of the Service Order Initial Term or the Service Order Renewal Term then in effect. With respect to each Service Order, the Service Order Initial Term and all applicable Service Order Renewal Terms shall hereafter be referred to collectively as the "Service Order Term". Notwithstanding these provisions, Stratus may elect in its sole discretion to terminate this Agreement and any or all outstanding Service Order(s) upon providing Customer with written notice of such election. In such event, the effective date of termination shall be thirty (30) days from the date of such notice.

3. Assignment. Neither this Agreement nor any of Customer's rights or obligations hereunder may be sold, assigned, encumbered or transferred by operation of law or otherwise, without the prior written approval of Stratus, which consent shall not be unreasonably withheld.. Stratus may freely transfer, assign or otherwise manner encumber this Agreement and its rights and obligations hereunder.

4. Event of Default. An "Event of Default" shall occur if: (1) Customer fails to make any payment required to be made by it under this Agreement and any such failure remains uncorrected for two (2) calendar days after the date such payment was due; (2) either Party fails to perform or observe any other term or obligation contained in this Agreement or commits any breach hereof, and any such failure or breach remains uncorrected for thirty (30) calendar days (or any lesser number of days if specified elsewhere herein) after receipt of a notice from the non-defaulting Party informing the defaulting Party of such failure; (3) a voluntary or involuntary proceeding shall be commenced by or against either Party in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law which is not dismissed within thirty (30) calendar days of filing; (4) either Party shall make an assignment for the benefit of creditors; or (5) either Party shall generally not be able to pay its debts as they become due. The Parties expressly agree that the failure of any particular Service shall not constitute a breach of this Agreement but shall only obligate Stratus to provide Outage Credits (as set forth in the T&Cs or SLA) that shall apply towards any amounts owed by Customer to Stratus hereunder. This Agreement may be immediately suspended by Stratus, without notice, if Stratus in its sole discretion determines that its network integrity is in jeopardy, or that any Service is being used, or planned to be used, in an unlawful manner, or otherwise in violation of any term hereof.

5. Remedies. Upon the happening of any Event of Default, the non-defaulting Party, in addition to any other rights it has at law or equity, may: (1) suspend its performance under this Agreement and any directly affected Service Order until such default is remedied but only after providing written notice of such suspension to the defaulting Party subject to reinstatement as set forth in the T&C's; or (2) terminate the Agreement or any directly affected Service Order but only after providing written notice of termination to the defaulting Party. If Customer is the defaulting Party, then, in addition to any other remedies it may be entitled to hereunder, Stratus: (1) may collect the total of all charges specified herein, including but not limited to any maintenance fees, throughout the remainder of each Facility's Minimum Service Term as a single amount, which shall become due and payable upon written notification to the Customer of this election by Stratus; and (2) shall have the right to enter Customer's premises to remove any and all equipment provided to Customer by Stratus and reclaim any and all equipment, fiber, circuits and/or Facilities supplied by Stratus to Customer. In the event Stratus seeks collection of any amounts not paid in full by the Due Date, either informally or through formal legal action, Customer shall be liable for all costs of collection, including but not limited to reasonable attorney's fees and court costs (if applicable). In the event Stratus seeks to enforce any of the terms or conditions of this Agreement or protect any of its rights or privileges hereunder, either informally or through formal legal action, Customer shall be liable for all costs incurred by Stratus as a result thereof, including but not limited to reasonable attorney's fees and court costs (if applicable).

6. Disputes. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction. (b) Except for Stratus' collections suits which are not subject to the following arbitration provisions, before the initiation of any arbitration between the Parties, written notice of any claim, dispute or other difference (collectively, "Disputes") shall be provided pursuant to the notice provisions of the Agreement (as stipulated in the T&Cs). If the Dispute cannot be resolved within sixty (60) days of receipt of such notice, either Party may initiate arbitration of the Dispute. (c) Disputes that arise between the Parties shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Peoria, Illinois. Subject to the limitations of liability set forth herein, the arbitrator(s) may award declaratory relief, preliminary and permanent injunctive relief, and direct compensatory damages, but may not award any incidental, consequential, punitive or other damages disclaimed herein and each Party waives, to the fullest extent permitted by law, any claims for any such damages. To the extent such damages may not be so waived, if an arbitrator decides to award such damages they shall be limited to the total amount of Service Charges paid by Customer to Stratus. The Parties agree that each Dispute will be resolved individually and shall not be resolved on a consolidated or class basis or joined with Disputes of any third-party in connection with the Service that is the subject of the dispute.

7. No Modification. Except for Stratus' right (as described above) to modify the T&Cs from time to time in its sole discretion, no changes or modification to this Agreement or any Service Order executed pursuant hereto shall be effective unless agreed to by an authorized officer of Stratus either by initials or signature.

Customer Name: _____

By: _____

Name: _____

Title: _____

Date: _____

8. No Waiver. No failure or delay on the part of either Party in exercising any right hereunder and no course of dealing between the Parties shall operate as a waiver of any other provision hereof.

9. Representation of Authority. The undersigned represents that he/she is authorized to enter into this Agreement and will indemnify Stratus from any liability arising from a breach of this representation. The undersigned further represents that the information provided in this Agreement and all Attachments and Service Orders is correct and that he/she has reviewed and understands the terms and conditions thereof and agrees to be bound thereby.

10. Headings. Headings contained herein are provided for convenience and reference only. Headings do not affect or limit the interpretation, contents, or terms of this Agreement.

11. Severability. In the event any provision of this Agreement other than the provisions associated with the obligation to make payment for Services hereunder, as applied to either Party or to any circumstance, conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid, illegal or unenforceable by a court with jurisdiction over the Parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the Parties in accordance with the applicable law, and the remainder of this Agreement shall remain in full force and effect. The illegality or unenforceability of any provision of this Agreement does not affect the legality or enforceability of any other provision or portion of this Agreement.

12. Counterparts. The Parties hereby acknowledge that this Agreement may be executed in two or more counterparts and duplicate originals, including electronic and facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. The Parties intend that any counterpart copy signed and exchanged shall be fully binding as an original handwritten executed copy and all such copies together shall constitute one instrument.

13. Entire Agreement. Subject to any applicable Tariff, this Agreement, along with any Attachments, Amendments, Service Orders and the T&Cs, constitutes the entire Agreement between Stratus and Customer and supersedes all previous statements, representations and agreements (written or oral) concerning the provision by Stratus of Services, Facilities or equipment. No statement, representation or warranty made by any agent or representative of Stratus regarding the Services, Facilities or equipment to be provided hereunder or the rates therefor shall be binding upon Stratus unless expressly included herein. In the event a Master Service Agreement (a "Prior Agreement") between the Parties has previously been executed, this Agreement shall: (a) replace and supersede such Prior Agreement; and (b) apply to any and all outstanding Service Orders previously executed in accordance with such Prior Agreement. Notwithstanding the foregoing, any Service Order which is already in existence as of the Effective Date of this Agreement shall remain in effect for the remainder of the applicable Service Order Term and may not be terminated by Customer for any reason.

Stratus Networks, Inc.

By: _____

Name: _____

Title: _____

Effective Date: _____