

EXHIBIT 2

MASTER SERVICES AGREEMENT



This Master Services Agreement ("MSA"), together with the Schedules and the Exhibits attached hereto (collectively, the "Agreement"), is made between Primus Telecommunications, Inc. ("Primus") and the entity signing below ("Customer") (individually a "Party" or collectively the "Parties"). For purposes of this Agreement, Primus shall provide all voice services ordered under this Agreement, and Primus's affiliates shall provide data services ordered. "Services" shall collectively refer to all voice and data services, if any, provisioned under this Agreement.

1. **DESCRIPTION OF SERVICES.** Primus shall provide the Services to Customer, either directly or through a Primus affiliate, or a contracted third party. Customer shall purchase and use the Services in accordance with the terms and conditions set forth in this Agreement, including the applicable Schedules and Exhibits. Each Schedule and its accompanying Exhibit(s) specifies the description, rates, charges, discounts and other terms applicable to the Services provisioned hereunder. To the extent that the terms of any Schedule and/or Exhibit are inconsistent with the terms set forth in this MSA, the applicable Schedule and/or Exhibit shall control.
2. **REGULATORY REQUIREMENTS.** If any law or regulatory action prohibits, substantially impairs or makes impracticable the provision of Services under this Agreement, as reasonably determined by Primus, Primus may, without liability, terminate this Agreement or the applicable Schedule, or modify the Services or terms of this Agreement or the applicable Schedule in order to conform to such regulatory action ("Regulatory Modification"); provided, however, that Primus shall provide thirty (30) days notice to Customer of any such Regulatory Modification, unless Primus determines that it is necessary to reduce the foregoing notice period. Customer's continued use of the Services after implementation of such Regulatory Modification constitutes Customer's acceptance of such changes.
3. **TERM.** This Agreement shall commence upon execution by Customer and acceptance by Primus and shall end upon the expiration or termination of the last Schedule hereto (the "Term").
4. **RATES/INVOICING.** Initial rates for the Services are set forth in the attached Schedule applicable to the Services ordered and are exclusive of local access/egress charges ("Local Loop") or other related charges assessed by a third party service provider, Taxes (as defined in Section 7 below), or government-related charges. Primus may change the prices and charges for the Services from time to time. Primus may decrease prices without advance notice. Increases to Customer's rates shall become effective only after Primus notifies Customer at least fifteen (15) days in advance of such change by postcard or letter, or by a message on or within Customer's invoice. Written notice to Customer shall be sent to Customer's last known address as reflected in Primus's records. Written notice is deemed received three days after deposit in the US mail, postage prepaid, and properly addressed according to the address in Primus's records. At a minimum, changes to any other rates, charges, or terms or conditions in the Agreement shall be published in Primus's website (www.Primustel.com) at least fifteen (15) days in advance of such change and shall be incorporated by reference into this Agreement.
5. **PAYMENT.**
 - 5.1 All charges due under this Agreement must be paid in US dollars and by the Due Date set forth in each invoice or, if applicable, as may be set forth in a Schedule. A late charge equal to the lesser of 1-1/2% per month or the maximum rate permitted by law may be applied to the unpaid balance on any portion of Customer's invoices that remains unpaid by the Due Date. Customer shall pay all reasonable attorneys' fees and other costs of collection incurred by Primus to enforce its rights under this Agreement.
 - 5.2 Upon Primus's reasonable request, Customer agrees to provide financial statements and other related information to establish Customer's credit worthiness. If, upon execution of this Agreement or at any time thereafter, Primus, in its reasonable judgment, deems itself insecure with respect to Customer's ability to pay for the Services, Primus may require a deposit or such other financial security to establish reasonable assurance of payment (the "Security"). Primus shall have the right to draw upon the Security to collect for any and all past due sums owed by Customer hereunder. Upon termination of this Agreement, any portion of the Security remaining after payment of all sums owed by Customer shall be refunded by Primus without interest, unless otherwise required by law.
- 5.3 If Customer disputes, in good faith, any invoiced amount, it must submit written notice to Primus within forty-five (45) days of the invoice date. The notice must describe the dispute in detail, identify the charges that are in dispute and provide documentation necessary to support Customer's claim. Primus may request additional documentation or information to facilitate a dispute resolution. The Parties will exercise reasonable and good-faith efforts to resolve all disputes. Customer's failure to contest a charge in writing within forty-five (45) days of the invoice date creates an irrebuttable presumption of correctness of the invoice. A dispute notice will not relieve Customer of its obligation to pay all undisputed invoiced amounts by the Due Date.
6. **TERMINATION**
 - 6.1 In addition to any other termination remedies contained herein, unless otherwise required by applicable law or regulation, Primus may terminate this Agreement or any Schedule, or suspend Service(s) hereunder upon: (a) Customer's failure to pay any amount due hereunder within thirty (30) days of the Due Date; or (b) any material breach by Customer under the Agreement (other than the failure to pay) which is not cured within thirty (30) days after the receipt of notice thereof, unless no cure period is afforded to Customer under the applicable Schedule; or (c) Customer filing for bankruptcy liquidation protection from its creditors, making an assignment for the benefit of creditors, appointing a trustee to operate its business for the benefit of its creditors, or becoming subject to an involuntary bankruptcy proceeding initiated by Customer's creditors; or (d) conduct that Primus, in its reasonable discretion believes may (i) subject Primus to civil or criminal litigation, charges and/or damages, (ii) cause disruption to the Services or (iii) cause damage to Primus's network; or (e) Customer's use of the Services for an illegal purpose. If Primus suspends any portion of the Services pursuant to this Section 6, Primus reserves the right to assess Customer a reasonable fee for the re-initiation of said Services.
 - 6.2 If Customer terminates this Agreement or any Schedule prior to expiration of the applicable Term, for reasons other than a material breach by Primus that is not cured within thirty (30) days after receipt of notice, or if Primus terminates this Agreement or any Schedule prior to the expiration of the applicable Term pursuant to Section 6.1 above, Customer shall be assessed and obligated to pay all charges incurred hereunder, including a lump sum early termination charge (which is not intended as a penalty) equal to the amounts set forth in the applicable Schedule(s), which will include a sum of the monthly minimum charges plus the monthly recurring charges for each month remaining in the then-current Term, if any.
7. **TAXES.** Customer will pay any and all applicable foreign, national, state and/or local taxes and surcharges now or hereafter imposed either directly or indirectly, including without limitation, all use, sales, VAT, excise, property, gross receipts, license, or other taxes, levies, surcharges, universal service contributions, or other tax-related or tax-like surcharges, whether assessed to or against Primus or Customer, with respect to the Services ("Taxes"). In no event will

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Primus be liable for any Taxes due by Customer. If Customer claims an exemption from any such Taxes, then Customer must provide Primus with officially documented/certified proof of such exemption. It is Customer's responsibility to ensure its exempt status, and the proof thereof, remains current. Primus will invoice Customer for any Taxes that are not covered by a valid Tax exemption certificate properly filed with Primus.

8. **INTERNATIONAL SERVICES.** For those Customers purchasing international Services, the following additional terms will apply:
 - 8.1 **Foreign Carrier Restrictions.** Foreign carriers or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit Customer's ability to use the Services. Customer must conform to any limitations or restrictions imposed by the foreign carriers or agencies.
 - 8.2 **Foreign Carrier Acts or Omissions.** If other U.S. or foreign carriers or foreign telecommunications administrations use facilities to establish connections to points not reached by Primus's network, then Primus will not be liable for acts or omissions of those carriers or administrations. International calls are priced on the basis of the country and city codes dialed by Customer. If the facilities of other U.S. or foreign carriers are used to establish connections to points not reached by Primus's network, then Primus will not be liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.
9. **DISCLAIMER OF WARRANTY.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICE, RELATED SOFTWARE AND/OR EQUIPMENT PROVIDED BY PRIMUS, IF ANY, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WRITTEN, ORAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY PRIMUS, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. Some states do not allow the limitation of implied warranty, and therefore, certain provisions may not apply to Customers located in those states.
10. **DISCLAIMER OF CERTAIN DAMAGES.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS DESCRIBED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PRIMUS, ITS AFFILIATES OR ANY OFFICERS OR DIRECTORS, EMPLOYEES AND/OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RELATED TO THE SERVICES OR THIS AGREEMENT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY, AND WHETHER UNDER ANY THEORY OR CAUSE OF ACTION WHETHER IN TORT, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER PRIMUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, PRIMUS WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR DAMAGE SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE IN OR BREAKDOWN OF PRIMUS'S COMMUNICATION FACILITIES OR THOSE OF CUSTOMER, UNDERLYING CARRIERS OR THIRD PARTIES ASSOCIATED WITH PROVIDING THE SERVICES UNDER THIS AGREEMENT, OR FOR ANY INTERRUPTION OR DEGRADATION OF THE

SERVICES WHATSOEVER. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S USE OF THE SERVICES. Customer hereby waives any claim that these exclusions or any set forth in a Schedule cause this Agreement to fail its essential purpose.

11. **INDEMNIFICATION.** Customer agrees to indemnify, defend, and hold harmless Primus, its officers, directors, employees, agents, shareholders, licensors and any third party providers or suppliers from and against all losses, damages or expenses of any kind, including reasonable attorneys' fees and costs of litigation, arising from claims of a third party (including claims, assertions and investigations of a governmental agency), which claims arise in whole or in part from (a) the negligence or willful misconduct of Customer, its employees or agents, (b) Customer's breach of an obligation under this Agreement, (c) acts or omissions of Customer, Customer's agents or contractors in connection with, among other things, the installation, maintenance, presence, use or removal of Customer premises equipment that is connected to the Services, if applicable, (d) infringement of any third-party right arising from the use of any services, equipment and/or software not provided by Primus, (e) Customer's use of Services which cause damage to Customer or any other party or (f) any claim for Taxes owed by Customer.
12. **CONFIDENTIALITY.** Except with respect to information in the public domain or that which is legally required to be disclosed (including any disclosures necessary to satisfy the requirements of any governmental agency), each Party agrees to maintain, in strict confidence and not disclose to any third party, the terms of this Agreement and any other proprietary information disclosed pursuant to this Agreement (including but not limited to all plans, designs, drawings, trade secrets, and pricing). In addition to all other remedies available at law or in equity, violation by either Party or its agents of this provision shall entitle the other Party to an injunction or restraining order. In the event of any impermissible disclosure, Primus reserves the right to terminate this Agreement on written notice. The confidentiality obligations set forth herein will continue in force and effect for a period of two (2) years upon expiration or termination of the Agreement.
13. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Customer may not assign this Agreement or transfer any of its rights or obligations hereunder without the prior written consent of Primus and any such attempted assignment shall be void. Notwithstanding the foregoing but pending credit review and approval by Primus, Customer may assign this Agreement without prior written consent, but with prior notice, to any entity that (a) is controlled by or in common control with Customer and (b) has the capacity to fulfill the requirements set forth in this Agreement.
14. **WAIVER.** The delay or failure of Primus to enforce or insist upon strict compliance with any provision of this Agreement will not constitute the waiver of any of its rights hereunder.
15. **NOTICES.** All notices required by this Agreement shall be assumed to be delivered when sent by express or overnight delivery, or registered or certified mail (return receipt requested), to a Party's address, as set forth herein. Notices to Primus must be sent pursuant to the specific instructions in the Schedule, if applicable, with a copy sent to Primus's Legal Department.
16. **SURVIVAL.** All provisions of this Agreement which by their nature should survive the termination or expiration of this Agreement shall so survive.

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- 17. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the Parties and the remaining provisions will remain in full force and effect.
- 18. **HEADINGS.** Headings contained herein are provided for convenience and reference only, and they will not affect or limit the interpretation, contents or terms of this Agreement.
- 19. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of law principles, except to the extent the Communications Act of 1934, as amended, applies, unless otherwise required by applicable rule or regulation.
- 20. **FORCE MAJEURE.** Notwithstanding anything to the contrary, and except for payment obligations, neither Party shall be liable to the other or any other person or entity for loss or damage, or be deemed to be in breach of this Agreement for failure of performance, wholly or in part, under this Agreement if such non-performance is

due to causes beyond that Party's reasonable control including, without limitation, to acts of God, fire, explosion, vandalism, storm, or other natural occurrences; any law, order, regulation, direction, action or request by any government or governmental body having jurisdiction over any of the Parties; national emergencies; insurrections; riots; wars; acts of terrorism; strikes, lockouts, work stoppages or other such labor difficulties; cable cuts; failure of underlying providers; or any act or omission of any other person or entity. Any delay resulting therefrom will extend performance accordingly or excuse performance of such Party, in whole or in part.

- 21. **ENTIRE AGREEMENT.** This MSA, along with the Schedules and Exhibits, represents the entire understanding between the Parties with respect to the Services. The Agreement may only be amended in a written agreement or schedule signed by a duly authorized representative of each Party.

IN WITNESS WHEREOF, a duly authorized representative of each Party executes the Agreement as of the day and year written below.

PRIMUS TELECOMMUNICATIONS, INC.

CUSTOMER: Chicago Jack Svc., Inc.

By: *Eric Westerhoff* 9-17-2010
 Signature Date
 Name: ERIC WESTERHOFF
 Title: Account Executive
 Address: 7901 Jones Branch Drive, Suite 900
McLean, VA 22102
 Email: legal@primustel.com
 Facsimile: +1-703-748-8017
 Telephone: +1-703-902-2800

By: *Judith B. Reidy* 9/17/10
 Signature Date
 Name: JUDITH B. REIDY
 Title: VICE PRESIDENT
 Address: 2000 S. 25TH AVE.
BROADVIEW, IL. 60155
 Email: judy@chicagojack.com
 Facsimile: 708-681-1900
 Telephone: 708-681-1800

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CUSTOMER RESPONSIBILITIES

- A brief overview of your Installation responsibilities

YOU PROVIDE:

⊖ **Validation of your order**

To ensure your installation and service activation go as smoothly as possible, we will be contacting you to review and validate your order.

⊖ **Directory Listing changes**

If you are moving all of your phone numbers to Primus, please provide us with a copy of your Directory Listings. If you are not moving all of your phone numbers, you will need to contact your current provider for updated Directory Listings on the numbers being kept by that provider. Based on your business needs, you may need to change numbers to non-published or establish new listings for numbers remaining with your current provider.

⊖ **"Hosted" Solution**

Confirm you have Ethernet drops to accommodate your IP phone connections.

⊖ **"Non-Hosted" Solution**

Make arrangements to have your PBX vendor on-site to complete wiring and/or additional PBX configuration changes.

* Customers are solely responsible for any charges incurred by phone and LAN vendors associated with selecting, installing and configuring IP PBX equipment.

⊖ **Make sure your LAN is ready**

Reserve two (2) Ethernet ports on your switch to accommodate Primus equipment. Budget for any required hardware and/or software upgrades to your LAN.

⊖ **Climate controlled equipment room with grounded 120V power supply**

Power supply must be certified earth-grounded by a licensed electrician prior to installation of our circuit. Circuit cannot be installed if power supply is not properly grounded.

⊖ **Disconnect notification to your current communication provider(s)**

You will need to cancel service with your previous provider(s). Primus cannot disconnect your services from a previous carrier.

⊖ **E-911 Service**

E-911 service may not function in the event of a broadband connection failure or with the loss of electrical power.

CUSTOMER ACKNOWLEDGEMENT - I understand my installation responsibilities**

Name Judith B. Reioy Signature Judith B. Reioy Date 9-17-10

~~Primus is not responsible for additional billing by your current provider.~~

(A) Schedule your move date a minimum of ten (10) calendar days after your location is secure, has power, a backboard for the CPE and a conduit available for us to install your service. (B) Allow 30-45 days from the time you sign your paperwork for us to have your service prepared for your new location. Special circumstances may extend this time-frame. (C) We cannot guarantee a delivery date for your new service because your circuit wire may require construction, repair or replacement. (D) When transferring numbers from your current provider, obstacles may occur beyond our control. To help avoid these obstacles and further billing, ensure that all of your paperwork is completed, including your telephone numbers and current provider(s) information.

* Primus is not responsible for additional billing by your current provider.