

the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

28.0 LETTER OF AUTHORIZATION (LOA)

To the extent the Parties have not previously done so, BullsEye and CenturyLink shall each execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit either Party to view CPNI prior to a request to change service providers. Under the blanket LOA, a Party authorized by the customer to view or use its CPNI need not provide proof of End User Customer authorization to the other Party before viewing or using the CPNI.

28.1.1 Each Party's access to CPNI of another carrier's customer will be limited to instances where the requesting Party has obtained appropriate authorization to change service providers or release of CPNI from the customer.

28.1.2 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law.

28.1.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.

28.1.4 When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to change service providers or release CPNI as documented in the CenturyLink Service Guide or otherwise approved in advance by CenturyLink, CenturyLink will not require BullsEye to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders. However, it shall be considered a material breach of this Agreement if BullsEye submits an order to change service providers or release CPNI where BullsEye has not yet obtained appropriate authorization to change service providers or release CPNI from the customer. Until a blanket LOA has been executed, a Party wishing to view or end user CPNI of the other Party must provide written proof of End User Customer authorization to the other Party before viewing or using the CPNI.

29.0 Intentionally left blank

30.0 LIABILITY AND INDEMNIFICATION

30.1 Indemnification Against Third-Party Claims. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group"), from any and all

Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or End User(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section 30.1 (other than applicable employee claimant(s)), for purposes of this Section 30.1. "Reasonable costs and attorneys' fees," as used in this Section 30.1, includes without limitation fees and costs incurred to interpret or enforce this Section 30.1. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

Notwithstanding anything to the contrary in this Section 30.1, a Party may not seek indemnification with respect to any Claim by that Party's customer(s) or End User(s), but rather shall be the Indemnifying Party with respect to all Claims by its customer(s) and End User(s).

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnitee Group and any third-party provider or operator of facilities involved in the provision of products, services or facilities under this Agreement from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees,

suffered, made, instituted, or asserted by the Indemnifying Party's End User Customer(s) arising from or relating to any products, services or facilities provided by or through the Indemnified Party or such third-party provider or operator. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee Group from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party's End User Customer(s).

30.2 Disclaimer of Warranties. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES, PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, OR ACCURACY OR COMPLETENESS OF RESPONSES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.

30.3 Limitation of Liability; Disclaimer of Consequential Damages; Exceptions.

30.3.1 Except as provided in Section 30.3.3, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Section 22.1 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 30.3.3, each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to BullsEye by CenturyLink under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section 30.3.1, the first Contract Year commences on the first day this Agreement

becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.

- 30.3.2 EXCEPT AS PROVIDED IN SECTION 30.3.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.

- 30.3.3 Section 30.3.1 and Section 30.3.2 do not apply to the following:

- 30.3.3.1 Indemnification under Section 30.1;
- 30.3.3.2 Breach of any obligation of confidentiality referenced in this Agreement;
- 30.3.3.3 Violation of security procedures;
- 30.3.3.4 Any breach by BullsEye of any provision relating to BullsEye's access to or use of Operations Support Systems;
- 30.3.3.5 Failure to properly safeguard, or any misuse of, customer data;
- 30.3.3.6 Statutory damages;
- 30.3.3.7 Liability for intentional or willful misconduct;
- 30.3.3.8 Liability arising under any applicable CenturyLink Tariff;
- 30.3.3.9 Liability arising under any indemnification provision contained in this Agreement or any separate agreement or tariff related to provisioning of 911/E911 services;
- 30.3.3.10 Each Party's obligations under Section 27 of this Article III;
- 30.3.3.11 Section 30.4.2 and/or Section 30.4.3 of this Article III;
- 30.3.3.12 Section 45 of this Article III, and/or
- 30.3.3.12 Liability arising under any indemnification provision contained in a separate agreement or tariff related to provisioning of Directory Listing or Directory Assistance Services.

30.4 Liability of CenturyLink.

In addition to the general limitation of liability in this Section , the following shall also limit CenturyLink's liability under this Agreement.

- 30.4.1 Inapplicability of Tariff Liability. CenturyLink's general liability, as described in its local exchange or other Tariffs, does not extend to BullsEye, BullsEye's End User Customer(s), suppliers, agents, employees, or any other third parties. Liability of CenturyLink to BullsEye resulting from any and all causes arising out of services, facilities or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyLink. CenturyLink shall not be liable for any loss, claims, liability or damages asserted by BullsEye, BullsEye's End User Customer(s), suppliers, agents, employees, or any other third parties where BullsEye combines or commingles such components with those components provided by CenturyLink to BullsEye.
- 30.4.2 BullsEye Tariffs or Contracts. BullsEye shall, in its Tariffs or other contracts for services provided to its End User Customers using products, services or facilities obtained from CenturyLink, provide that in no case shall CenturyLink be liable for any indirect, incidental, reliance, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by BullsEye, BullsEye's End User Customer(s), suppliers, agents, employees, or any other third parties of the possibility of such damages, and BullsEye shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, and based on any reason whatsoever, BullsEye, BullsEye's End User Customer(s), suppliers, agents, employees, or any other third parties. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyLink and any of BullsEye's End User Customers, suppliers, agents, employees, or any other third parties.
- 30.4.3 No Liability for Errors. CenturyLink is not liable for mistakes in CenturyLink's signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases). BullsEye shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by or to BullsEye's End User Customer(s), suppliers, agents, employees, or any other third parties based on any reason whatsoever. For purposes of this Section 30.4.3, mistakes shall

not include matters arising exclusively out of the willful misconduct of CenturyLink or its employees or agents.

31.0 NETWORK MANAGEMENT

- 33.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. BullsEye and CenturyLink will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 31.2 Responsibility for Following Standards. BullsEye recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of CenturyLink or any third parties connected with or involved directly in the network or facilities of CenturyLink.
- 31.3 Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of BullsEye connected to CenturyLink's network shall not interfere with or impair service over any circuits, facilities or equipment of CenturyLink, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over CenturyLink's facilities or create hazards to the employees of CenturyLink or to the public (with the foregoing hereinafter being collectively referred to as an "Impairment of Service").

If BullsEye causes an Impairment in Service, CenturyLink shall promptly notify BullsEye of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the Impairment of Service. If BullsEye is unable to promptly remedy the Impairment of Service, then CenturyLink may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

- 31.4 Outage Repair Standard. In the event of an outage or trouble in any service being provided by CenturyLink hereunder, BullsEye will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble and CenturyLink shall clear BullsEye customer troubles using the same Outage Repair Standard as for CenturyLink customers.

32.0 NON-EXCLUSIVE REMEDIES

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

33.0 INTENTIONALLY LEFT BLANK

34.0 NOTICES

34.1 Except as otherwise expressly provided in this Agreement, any notice given by one Party to the other Party under this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; and (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery. Any notice shall be delivered using one of the alternatives identified above and shall be directed to the applicable street or post office box address indicated in Section 34.2 below or such address as the Party to be notified has designated by giving notice in compliance with this Section. Although E-mail will not be used to provide notice, the Parties shall provide their E-mail addresses below to facilitate informal communications.

34.2 Notices conveyed pursuant to Section 34.1 above shall be delivered to the following addresses of the Parties:

To BullsEye:

BullsEye Telecom, Inc

25900 Greenfield Road, Suite 330

Oak Park, MI 48237

Attention – Vice President Marketing

Telephone Number: 248-784-2500

Facsimile Number: 248-784-2501

To CenturyLink:

Wholesale CLEC Management
100 CenturyLink Drive
Monroe, LA 10005
Telephone Number: 334-263-2736
Facsimile Number: 334-263-6315
Internet Address: max.cox@centurytel.com

With a copy to:

Director, Wholesale Markets
CenturyLink
5454 W. 110th St.
Mailstop - KSOPKJ0201
Overland Park, KS 66211

or to such other address as either Party shall designate by proper notice.

35.0 ORDERING

- 35.1 Ordering and Electronic Interface. A web-based interface is currently being used for BullsEye to order resale services. Unless otherwise provided in the Articles of this Agreement, BullsEye shall use CenturyLink's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Articles of this Agreement, no manual, facsimile or email interfaces may be used to submit any non-access order unless first confirmed with and agreed upon by CenturyLink's CLEC Service Group personnel. If CenturyLink later deploys any enhanced electronic capability for BullsEye to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyLink, CenturyLink will notify BullsEye of such availability and BullsEye shall use such processes as CenturyLink has made available for performing such transaction(s) to the extent practicable and the use of any other interface or process will be discontinued.
- 35.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 13, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for BullsEye; or (b)

sixty (60) Calendar Days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

- 35.3 Until CenturyLink implements its planned fully automated ordering and provisioning system, the standard provisioning intervals will be confirmed for a maximum number of fifty (50) BullsEye orders (LSR, DSR) per day. BullsEye understands that orders exceeding 50 per day may be subject to project management and will be worked on a best effort basis.

36.0 POINTS OF CONTACT FOR BullsEye CUSTOMERS

- 36.1 BullsEye shall be the primary point of contact for BullsEye customers. BullsEye shall establish telephone numbers and mailing addresses at which BullsEye's End User Customers may communicate with BullsEye and shall advise BullsEye End User Customers of these telephone numbers and mailing addresses.
- 36.2 Except as otherwise agreed to by CenturyLink, CenturyLink shall have no obligation, and may decline, to accept a communication from a BullsEye customer, including, but not limited to, a BullsEye customer request for repair or maintenance of a CenturyLink service provided to BullsEye, except that CenturyLink will attempt to advise BullsEye customers to call BullsEye whenever possible.

37.0 PUBLICITY AND USE OF TRADEMARKS

- 37.1 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its express written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 37.2 Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyLink and BullsEye.
- 37.3 Any violation of this Section 37 shall be considered a Default of this Agreement under Section 2.6.

38.0 REFERENCES

- 38.1 All references to Articles, Sections, Appendices and Tables and the like shall be deemed to be references to Articles, Sections, Appendices and Tables of this Agreement unless the context shall otherwise require.
- 38.2 Except as otherwise specified, references within an Article of this Agreement to a Section, Appendix or Table refer to a Section, Appendix or Table within or a part of that same Article.
- 38.3 Unless the context shall otherwise require, any reference in this Agreement to a statute, regulation, rule, Tariff, technical publication, guide (including CenturyLink or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda or successor) of that statute, regulation, rule, Tariff, technical publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

39.0 RELATIONSHIP OF THE PARTIES

- 39.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 39.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a license, franchise, distributorship or similar interest.
- 39.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 39.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

- 39.5 Except as provided by Section 42, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.
- 39.6 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 39.7 The relationship of the Parties under this Agreement is a non-exclusive relationship.
- 39.8 Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

40.0 RESERVATION OF RIGHTS

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

41.0 STANDARD PRACTICES

- 41.1 The Parties acknowledge that CenturyLink shall be adopting some industry standard practices and/or establishing its own standard practices with regard to various requirements hereunder applicable for the BullsEye industry which may be added or incorporated by reference in the CenturyLink Service Guide. BullsEye agrees that CenturyLink may implement such practices to satisfy any CenturyLink obligations under this Agreement.
- 41.2 All changes to standard practices will be posted on the CenturyLink Website prior to implementation, with email notification of such postings. Email notifications directing BullsEye to CenturyLink's Website will contain, at a minimum, the subject of the change posted to the Website and a Website link to the posting. Posting will include CenturyLink personnel who may be contacted

by BullsEye to provide clarification of the scope of the change and timeline for implementation.

42.0 SUBCONTRACTORS

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

43.0 SUCCESSORS AND ASSIGNS – BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

44.0 SURVIVAL

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 14, limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 30), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

45.0 TAXES

Any State or local excise, sales, or use taxes (defined in Section 45.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 45.2) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

Notwithstanding anything to the contrary contained herein, BullsEye is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. BullsEye is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Initial Term of this Agreement and any Follow-on Terms and/or extensions thereof. In addition, BullsEye is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that BullsEye's representations to CenturyLink concerning the status of BullsEye's claimed tax exempt status, if any, and its impact on this Section 45 are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyLink.

- 45.1 Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, State or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, State/local sales and use tax, State/local utility user tax, State/local telecommunication excise tax, State/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a CenturyLink, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

- 45.2 Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/regulatory surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

46.0 TBD PRICES

- 46.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as "to be determined" or "TBD." If a provision references a specific rate element in an Appendix or Attachment and there are no corresponding prices or rates in such Appendix or Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to BullsEye ordering any such TBD item, the Parties shall meet and confer to establish a price.

- 46.2 In the event the Parties are unable to agree upon a price for a TBD item, the tariffed rate for the most analogous tariffed product or service shall be used as the interim price. Either Party may then invoke the dispute resolution process set forth in Article III to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

47.0 TECHNOLOGY UPGRADES

Notwithstanding any other provision of this Agreement, CenturyLink shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyLink's ability to modify its network through the incorporation of new equipment or software or otherwise. BullsEye shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

48.0 TERRITORY

- 48.1 This Agreement applies to the territory in which CenturyLink operates as an Incumbent Local Exchange Carrier ("ILEC") in the State of Ohio. CenturyLink shall be obligated to provide services under this Agreement only within this territory.
- 48.2 Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 2.7 of this Article.

49.0 THIRD-PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third person.

50.0 UNAUTHORIZED CHANGES

- 50.1 Procedures. If BullsEye submits an order for resold services under this Agreement in order to provide service to an End User Customer that at the time the order is submitted is obtaining its local services from CenturyLink or another LEC using CenturyLink resold services and the End User Customer notifies CenturyLink that the End User Customer did not authorize BullsEye to provide local Telephone Exchange Services to the End User Customer, BullsEye must provide CenturyLink with written documentation of authorization from that End User Customer within thirty (30) calendar days of notification by CenturyLink.

If BullsEye cannot provide written documentation of authorization within such time frame, BullsEye must, within three (3) Business Days thereafter:

- (a) direct CenturyLink to change the End User Customer back to the LEC providing service to the End User Customer before the change to BullsEye was made;
- (b) provide any End User Customer information and billing records BullsEye has obtained relating to the End User Customer to the LEC previously serving the End User Customer; and
- (c) notify the End User Customer and CenturyLink that the change back to the previous LEC has been made.

50.2 CenturyLink will bill BullsEye fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate CenturyLink for switching the End User Customer back to the original LEC.

51.0 USE OF SERVICE

Each Party shall make commercially reasonable efforts to ensure that its End User Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of services purchased by it under this Agreement.

52.0 WAIVER

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

53.0 WITHDRAWAL OF SERVICES

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, CenturyLink may terminate its offering and/or provision of any particular service offering covered by this Agreement upon at least sixty (60) calendar days prior written notice to BullsEye, subject to any State Commission requirements.

ARTICLE IV: RESALE

1.0 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1 This Article describes services that CenturyLink will make available to BullsEye for resale. All services or offerings of CenturyLink, which are to be offered for resale pursuant to the Act, are subject to the terms and conditions herein, the applicable general terms and conditions in Articles II & III, and Applicable Law. CenturyLink shall make available to BullsEye for resale any Telecommunications Services that CenturyLink currently offers, or may offer hereafter, on a retail basis to subscribers that are not Telecommunications Carriers, including such services as are made available by CenturyLink to its retail End User Customers via its applicable retail tariff (hereinafter, "resold services").
- 1.2 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if BullsEye requests that facilities be constructed or enhanced to provide resold services, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic Telephone Exchange Service as set forth in CenturyLink's retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings and Commission rules. Under such circumstances, CenturyLink will develop and provide to BullsEye a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to CenturyLink retail End User Customers. If the quote is accepted by BullsEye, BullsEye will be billed the quoted price and construction will commence after receipt of payment.
- 1.3 Except as specifically provided otherwise in this Agreement, pre-ordering, ordering and provisioning of resold services shall be governed by the CenturyLink Service Guide.
- 1.4 CenturyLink and its suppliers shall retain all of their rights, title and interest in all facilities, equipment, software, information, and wiring, used to provide BullsEye with resold services under this Agreement.
- 1.5 CenturyLink shall have access at all reasonable times to BullsEye customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide resold services under this Agreement. BullsEye shall, at BullsEye's expense, obtain any rights and/or authorizations necessary for such access.
- 1.6 Except as otherwise agreed to in writing by CenturyLink, CenturyLink shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring provided by BullsEye or BullsEye's End User Customers for use with any resold services.

2.0 GENERAL TERMS AND CONDITIONS FOR RESALE

- 2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in FCC Rules, 47 C.F.R. §§ 64.1100, *et seq.*, to process End User selection of primary local exchange carriers. Neither Party shall require a written Letter of Authorization (LOA) in order to process the required service orders to effectuate the migration, but instead shall follow the Blanket LOA procedures set forth in Article III, Section 31.
- 2.2 Customer-Initiated Change in Provider. The Parties shall comply with all applicable Commission rules regarding switching End User Customers from one telecommunications provider to another, including those rules governing initiating a challenge to a change in an End User Customer's local service provider.
- 2.2.1 When an End User Customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User Customer's direction or the direction of the End User Customer's authorized agent.
- 2.3 End User Customers with An Unpaid Balance. If a Party's End User Customer has an unpaid balance with the other Party, then the other Party will not process a the Party's service order for the Party's End User Customer until the balance is paid, unless otherwise required by Applicable Law.
- 2.4 BullsEye as Customer of Record. BullsEye will be the customer of record for all services purchased from CenturyLink. Except as specified herein, CenturyLink will take orders from, bill and expect payment from BullsEye for all services ordered.
- 2.5 Billing. CenturyLink shall not be responsible for the manner in which BullsEye bills its End User Customers. All applicable rates and charges for services provided to BullsEye or to BullsEye's End User Customers under this Article will be billed directly to BullsEye and shall be the responsibility of BullsEye regardless of BullsEye's ability to collect; including but not limited to toll and third-party charges unless BullsEye has taken appropriate actions to restrict BullsEye's End User Customers' ability to incur such charges.
- 2.6 Local Calling Detail. BullsEye will be billed for message provisioning at the rates in Article VII. If BullsEye requests additional copies of the monthly invoice, BullsEye may also be billed for the additional copies.
- 2.7 Originating Line Number Screening (OLNS). Upon request and when CenturyLink is technically able to provide and bill the service, CenturyLink will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

- 2.8 Timing of Messages. With respect to CenturyLink resold measured rate local service(s), where applicable, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station “hangs up,” thereby releasing the network connection. If the called station “hangs up” but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

3.0 PRICING

- 3.1 Calculation of the Resale Discount and the Resulting Resale Rate. The prices charged to BullsEye for local services shall be calculated as follows:

3.1.1 As shown in Appendix: Resale Pricing (“Resale Appendix”) of this Article, CenturyLink shall apply to the monthly retail rate of all Telecommunications Services made available for resale in this Article, except those services excluded from resale or from receiving the resale discount as set forth in this Article or Applicable Law. The terms “wholesale discount” and “resale discount,” as used in this Article, are interchangeable.

3.1.2 The discount dollar amount calculated under Section 3.1.1 above will be deducted from the monthly retail rate of the Telecommunications Service.

3.1.3 The resulting rate is the monthly resale rate of the Telecommunications Service.

- 3.2 Promotions. CenturyLink shall make available for resale those promotional offerings that are greater than ninety (90) days in duration, and any special promotional rate will be subject to the applicable resale discount. CenturyLink shall make available for resale those promotional offerings that are less than ninety (90) days in duration; however, any special promotional rate will not be subject to and may not be used with the applicable resale discount. For promotional offerings that are less than ninety (90) days in duration, BullsEye may choose either the promotion or the discount at its discretion. In all cases, in order to obtain a promotional offering, BullsEye must qualify for the promotional offering under the stated terms of the offering and must request the offering at the time of order placement. BullsEye shall not be eligible for any post-provisioning retroactive applicability of a promotional offering.

- 3.3 Resale of “As Is” Services. When a CenturyLink End User changes service providers to BullsEye resold service of the same type without any additions or changes, the only applicable non-recurring charge shall be the LSR service order charge.

- 3.4 Resale with Changes in Services. If a BullsEye End User Customer adds features or services when the End User Customer changes its resold local service from

CenturyLink or another CLEC to BullsEye, CenturyLink will charge CLEC the normal LSR service order charges and/or non-recurring charges associated with said additions.

- 3.5 Nonrecurring Charges. The resale discount, as shown in the Resale Appendix of this Article, does not apply to non-recurring charges (NRCs), whether such NRCs are contained in this Agreement or in CenturyLink's applicable retail tariffs.

4.0 LIMITATIONS AND RESTRICTIONS ON RE SALE

- 4.1 To the extent consistent with Applicable Law, BullsEye may resell local services to provide Telecommunications Services to its End User Customers. In addition to the limitations and restrictions set forth in this Section 4, CenturyLink may impose other reasonable and non-discriminatory conditions or limitations on the resale of its Telecommunications Services to the extent permitted by Applicable Law.
- 4.2 Cross-Class Selling. BullsEye shall not resell to one class of customers a service that is offered by CenturyLink only to a particular class of customers to classes of customers that are not eligible to subscribe to such services from CenturyLink (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).
- 4.3. Telephone Assistance Programs. BullsEye shall not resell lifeline services, services for the disabled or other telephone assistance programs. Where BullsEye desires to provide lifeline services, services for the disabled or similar telephone assistance programs to its customer, CenturyLink will resell the customer's line as a residential line (with applicable wholesale discount) and BullsEye shall be responsible for re-certifying the line pursuant to Applicable Law and for participating in the lifeline, disabled services or telephone assistance discount pool without the assistance of CenturyLink. In no event shall CenturyLink be responsible for recovering or assisting in the recovery of lifeline, disabled services or telephone assistance program discounts on behalf of BullsEye. BullsEye is exclusively responsible for all aspects of any similar BullsEye-offered program, including ensuring that any similar BullsEye-offered program(s) complies with all applicable federal and State requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of BullsEye's End User Customers or applicants are eligible to participate in such programs, submitting BullsEye's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.
- 4.4 Promotional Offerings Lasting Less Than 90 Days. The resale discount does not apply to CenturyLink's promotional offerings where (i) such promotions involve rates that will be in effect for no more than ninety (90) days, and (ii) CenturyLink does not make such promotions available as sequential ninety (90)-day

promotions. However, BullsEye may resell CenturyLink promotional offerings that last less than ninety (90) days subject to the terms of Section 3.2 above.

- 4.5 Advanced Telecommunications Services Sold to ISPs. Advanced telecommunications services ("Advanced Services") sold to Internet Service Providers (ISPs) as an input component to the ISPs' retail Internet service offering shall not be available for resale by BullsEye under the terms of this Agreement.
- 4.6 Customer-Specific Pricing Agreements. BullsEye may purchase CenturyLink customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from CenturyLink. However, the resale discount does not apply to such offerings. Where BullsEye and CenturyLink are competing at retail for the same customer, CenturyLink will calculate the retail price without unreasonable delay.
- 4.7 OS/DA. The resale discount shall not apply to Operator Services (OS) or Directory Assistance (DA) services provided to BullsEye's End Users by CenturyLink's OS and DA vendors.
- 4.8 Special Access Services. BullsEye may purchase for resale special access services; however, no resale discount applies.
- 4.9 COCOT Coin or Coinless Lines. BullsEye may purchase for resale COCOT coin or coinless line services; however, no resale discount applies.
- 4.10 Grandfathered Services. Services identified in CenturyLink tariffs as grandfathered in any manner are available for resale only to End User Customers that already have such grandfathered service. An existing End User Customer may not move a grandfathered service to a new service location. If an End User's grandfathered service is terminated for any reason, such grandfathered service may not be reinstalled. Grandfathered services are subject to a resale discount, as provided in Section 3.1.
- 4.11 Universal Emergency Number Service. Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each local Telephone Exchange Service line resold by BullsEye whenever E911/911 service would be provided on the same line if provided by CenturyLink to a CenturyLink retail End User Customer.
- 4.12 Services provided for BullsEye's Own Use. Telecommunications Services provided directly to BullsEye for its own use or for the use of its subsidiaries and affiliates and not resold to BullsEye's End User Customers must be identified by BullsEye as such, and BullsEye will pay CenturyLink's retail prices for such services.
- 4.13 BullsEye shall not use resold local Telecommunications Services to provide access or interconnection services to itself, its subsidiaries and affiliates,

Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or any other telecommunications providers; provided, however, that BullsEye may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

- 4.14 BullsEye may resell services that are provided at a volume and/or term discount in accordance with the terms and conditions of the applicable Tariff. BullsEye shall not permit the sharing of a service by multiple End User Customer(s) or the aggregation of traffic from multiple End User Customers' lines or locations onto a single service for any purpose, including but not limited to the purpose of qualifying for a volume and/or term discount. Likewise, BullsEye shall not aggregate the resold services to individual End Users at multiple addresses to achieve any volume discount where such may be available pursuant to tariff or special promotion. Any volume and/or term discount shall be applied first to the retail price, and the resale discount shall be applied thereafter.

5.0 CHANGES IN RETAIL SERVICE

CenturyLink will notify BullsEye, at the time a tariff is filed with the Commission, of any changes in the prices, terms and conditions under which CenturyLink offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers by posting such changes on CenturyLink's Website. Such changes may include, but not be limited to, the introduction of any new features, functions, services, promotions in excess of 90 days in duration, or the discontinuance or grandfathering of current features and services. Where BullsEye has signed up for or subscribed to CenturyLink's email notification service, CenturyLink also shall provide notice to BullsEye of such tariff changes by posting the same to CenturyLink's Website, with email notification of such postings.

6.0 REQUIREMENTS FOR CERTAIN SPECIFIC SERVICES

- 6.1 E911/911 Services. CenturyLink shall provide to BullsEye, for BullsEye End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). CenturyLink shall use its standard service order process to update and maintain the BullsEye customer service information in the Automatic Location Identification/Database Management System (ALI/DMS) used to support 911 services on the same schedule that it uses for its own retail End User Customers. CenturyLink shall provide BullsEye End User Customer information to the PSAP. BullsEye shall update its End User's 911 information through the LSR process. CenturyLink assumes no liability for the accuracy of information provided by BullsEye, and CenturyLink shall not be responsible for any failure of BullsEye to provide accurate End User Customer information for listings in any databases in which CenturyLink is required to retain and/or maintain such information.

- 6.1.1 BullsEye shall be responsible for collecting from its End User Customers and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges subject to applicable law.
- 6.2 Suspension of Service. BullsEye may offer to resell End User Customer-Initiated Suspension and Restoral Service to its End User Customers if and to the extent offered by CenturyLink to its retail End Users.
 - 6.2.1 BullsEye may also provide CenturyLink-Initiated Suspension service for its own purposes, where available. CenturyLink shall make these services available at the retail rate less the resale discount on the monthly recurring charge only. No discount shall apply to non-recurring charges. BullsEye shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
 - 6.2.1.1 Should BullsEye submit a requests for a disconnection of an end user service and subsequently request reconnection of the same end user service, the terms for suspension of service will apply.
 - 6.2.1.2 Service order charges and any applicable tariff fees will apply to all temporary suspension and restoral requests made by BullsEye including disconnection and subsequent reconnection requests for the same end user service.
 - 6.2.2. Should BullsEye suspend service for one of its End User Customers and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company-initiated suspension pursuant to the State-specific retail tariff, BullsEye shall be charged and shall be responsible for all appropriate monthly services charges for the End User's service from the suspension date through the disconnection date pursuant to the State-specific retail tariff subject to the Commission-approved wholesale discount.
 - 6.2.3 Should BullsEye restore its End User, restoral charges will apply, and BullsEye will be billed for the appropriate service from the time of suspension.
- 6.3 End User Retention of Telephone Number. When End User Customers switch from CenturyLink to BullsEye, or to BullsEye from any other reseller, and if they do not change their physical service address to an address served by a different Rate Center, such End User Customers shall be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Law or regulations for number administration and Number Portability (NP). Telephone numbers may not be retained if the physical service address is changed concurrent with the switch to a new provider nor may

telephone numbers be retained after a switch to a new provider if the physical service address of the End User subsequently changes to one served by a different Rate Center.

7.0 PRE-ORDERING AND ORDERING

- 7.1 CenturyLink will provide pre-ordering and ordering services for resale services to BullsEye consistent with the CenturyLink Service Guide.
- 7.2 LSR Process. Where no other electronic OSS interface is being utilized, LSRs shall be electronically sent by BullsEye to CenturyLink via CenturyLink's Website (the "LSR process"). CenturyLink will enter the LSRs daily into its ordering system during normal working hours as specified in the CenturyLink Service Guide.
 - 7.2.1 Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.
 - 7.2.2 Upon work completion, CenturyLink will provide BullsEye a Service Order Completion (SOC) notice via e-mail to BullsEye's designated email address.
 - 7.2.3 As soon as identified, CenturyLink will provide BullsEye any reject error notifications e-mail to BullsEye's designated email address.
 - 7.2.4 CenturyLink will provide BullsEye with a Jeopardy Notice when CenturyLink's Committed Due Date is in jeopardy of not being met by CenturyLink on any resale service via e-mail to BullsEye's designated email address. On that Jeopardy Notice, CenturyLink shall provide the revised Committed Due Date.
- 7.3 Telephone Number Assignments. Where BullsEye resells service to a new (not currently existing) end user, CenturyLink shall allow BullsEye to place service orders and receive phone number assignments.
- 7.4 Maintenance. CenturyLink will provide repair and maintenance services to BullsEye and its End User Customers for resold services in accordance with the terms set forth in Article VIII (Maintenance) of this Agreement, which are the same standards and charges used for such services provided to CenturyLink End User Customers. CenturyLink will not initiate a maintenance call or take action in response to a trouble report from a BullsEye End User Customer until such time as trouble is reported to CenturyLink by BullsEye. BullsEye must provide to CenturyLink all End User Customer information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the CenturyLink Guide.

- 7.5 Line Loss Notification. CenturyLink will provide BullsEye with an electronic line loss notification when a BullsEye resale customer changes its local carrier.
- 7.6 BullsEye as Single Point of Contact. CenturyLink will recognize BullsEye as the single and sole point of contact for all BullsEye End User Customers. BullsEye will provide CenturyLink with the names of authorized individuals that can remit or inquire about its LSRs.
- 7.7 Misdirected Calls. CenturyLink shall refer all questions received directly from BullsEye End Users back to BullsEye for handling.
- 7.8 Communications with Other Party's Customers or Prospective Customers. The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall not in any way disparage or discriminate against the other Party or that other Party's products and services. The Parties shall not solicit each others' End User Customers during such inquiries.
- 7.9 Intentionally left blank
- 7.10 Ordering and Provisioning Hours. CenturyLink will provide ordering and provisioning coordination for resale services Monday through Friday, during the business hours specified in the Service Guide, through its Resale Service Center. BullsEye may request expedited provisioning or provisioning outside of the normal work day. However, BullsEye agrees to pay any additional costs and/or non-recurring charges associated with expediting any resale service request as set forth in the attached Resale Appendix.
- 7.11 As-Is Transfers. CenturyLink will accept orders for As-Is Transfer (AIT) of services from CenturyLink to BullsEye where CenturyLink is the End User Customer's current local exchange carrier.
- 7.12 Transfers Between BullsEye and another Reseller of CenturyLink Services. When BullsEye has obtained an End User Customer from another reseller of CenturyLink services, BullsEye will inform CenturyLink of the transfer by submitting standard LSR forms to CenturyLink via the LSR process.

8.0 OTHER OPERATIONAL MATTERS

- 8.1 CenturyLink will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis. Complex service orders charges pursuant to tariff terms may apply.
- 8.2 Where technically feasible, CenturyLink's ordering center will coordinate support for all designed and/or complex resale services provided to BullsEye.
- 8.3 CenturyLink will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third-party or collect calls) by line or trunk on an

individual switching element basis, to the extent that CenturyLink provides such blocking capabilities to its End User Customers and to other CLECs, but only to the extent required by Applicable Law.

- 8.4 When ordering a resale service via an LSR service order, BullsEye may order separate interLATA and intraLATA service providers (*i.e.*, two PICs) on a line or trunk basis, and BullsEye agrees to pay the applicable service order and PIC charges associated with such order. CenturyLink will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.
- 8.5 CenturyLink's retail sales and marketing personnel will not have access to information regarding BullsEye's requests for resold services or other competitively sensitive information.

9.0 ORDER DUE DATE

- 9.1 Order Due Date. When BullsEye submits an LSR, BullsEye will specify a desired Due Date (DDD) and CenturyLink will specify a due date (DD) based on the available dates within the applicable interval. Standard due date intervals shall be as set forth in the CenturyLink Service Guide.
- 9.2 Requests to Expedite. If expedited service is requested, BullsEye will populate the "Expedite" and "Expedite Reason" fields on the LSR. CenturyLink will use commercially reasonable efforts to accommodate the request, however, CenturyLink reserves the right to refuse an expedite request if resources are not available. If an expedite request is granted, applicable expedite service order charges, as set forth in the Resale Appendix, will apply.
- 9.3 Escalation Procedures and Dispute Resolution. BullsEye will follow the documented escalation process for resolving questions and disputes relating to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions set forth in Article III of this Agreement. The CenturyLink Service Guide documents the escalation process.

10.0 REPAIR AND MAINTENANCE REQUIREMENTS

CenturyLink will provide repair and maintenance services for all resale services in accordance with the terms and conditions of this Article and Article VIII (Maintenance).

11.0 DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

- 11.1 CenturyLink will perform testing (including trouble shooting to isolate any problems) of resale services purchased by BullsEye in order to identify any new circuit failure performance problems. Each Party will utilize CenturyLink's routine maintenance procedures for isolating and reporting troubles.

- 11.2 Where available, CenturyLink will perform pre-testing in support of complex resale services ordered by BullsEye.

12.0 ACCESS CHARGES

CenturyLink retains all revenue due from other carriers for access to CenturyLink's facilities, including both switched and special access charges. CenturyLink retains all switched access revenues when providing switched access services for BullsEye's retail End User Customers served via resale. When BullsEye resells special access to its end user customers, CenturyLink is not entitled to any special access revenues from BullsEye's End User Customers.

13.0 RESALE OF BullsEye'S TELECOMMUNICATIONS SERVICES

While this Article addresses the provision of certain CenturyLink services to BullsEye for resale by BullsEye, the Parties also acknowledge that BullsEye is required pursuant to 47 U.S.C. § 251(b) to provide its Telecommunications Services to CenturyLink for resale by CenturyLink. Upon request by CenturyLink, BullsEye and CenturyLink shall negotiate an amendment to provide for resale of BullsEye's Telecommunications Services under terms and conditions that are no less favorable than those offered by CenturyLink to BullsEye under this Agreement.

ARTICLE V: MAINTENANCE

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyLink will provide maintenance and repair services for all resold services, Unbundled Network Elements and Interconnection Facilities and trunks provided by CenturyLink under this Agreement. Such maintenance and repair services provided to BullsEye shall be at parity with services provided to CenturyLink's own customers and equal in quality to that which CenturyLink provides to itself, any subsidiary, Affiliate or third party. To the extent CenturyLink provides maintenance and/or repair services to BullsEye's End User Customers, such services shall be equal in quality to that which CenturyLink provides to its own End User Customers. CenturyLink agrees to respond to BullsEye trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail End User Customers or to any other similarly initiated Telecommunications Carrier. Notwithstanding anything else in this Agreement, CenturyLink shall be required to provide maintenance and/or repair to BullsEye and/or BullsEye's End User Customers only to the extent required by Applicable Law.

2.0 MAINTENANCE & REPAIR PROCEDURES

- 2.1 CenturyLink shall not respond to maintenance and/or repair calls directly from BullsEye's End User Customers. BullsEye shall initiate any and all maintenance and/or repair calls to CenturyLink on behalf of BullsEye's End User Customers.
- 2.2 CenturyLink will provide a single point of contact (SPOC) for all of BullsEye's maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall be set forth in the CenturyLink Service Guide.
- 2.3 On a reciprocal basis, BullsEye will provide CenturyLink with an SPOC for all maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week.
- 2.4 BullsEye agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the CenturyLink Service Guide. Before contacting CenturyLink's Trouble Maintenance Center (CTMC), BullsEye must first conduct trouble isolation to ensure that the trouble does not originate from BullsEye's own equipment or network or the equipment of BullsEye's customer.
- 2.5 If (a) BullsEye reports to CenturyLink a customer trouble, (b) BullsEye requests a dispatch, (c) CenturyLink dispatches a technician, and (d) such trouble was not caused by CenturyLink's facilities or equipment in whole or in part, then BullsEye shall pay CenturyLink a charge set forth in CenturyLink's local tariff for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by BullsEye is not available at the appointed time. BullsEye accepts responsibility for initial trouble isolation and providing

CenturyLink with appropriate dispatch information based on its test results. If, as the result of BullsEye instructions, CenturyLink is erroneously requested to dispatch to a site on CenturyLink's company premises ("dispatch in"), a charge set forth in CenturyLink's local tariff will be assessed per occurrence to BullsEye by CenturyLink. If as the result of BullsEye's instructions, CenturyLink is erroneously requested to dispatch to a site outside of CenturyLink's company premises ("dispatch out"), a charge set forth in CenturyLink's local tariff will be assessed per occurrence to BullsEye by CenturyLink.

2.5.1 Should no charges applicable to Section 2.5 above be documented in CenturyLink's local tariff, then CenturyLink shall determine Time and Materials charges pursuant to Article XI.

- 2.6 For purposes of this Article, services, facilities and equipment provided to BullsEye through resold service will be considered restored, or a trouble resolved, when the quality of the resold service is equal to that provided before the outage or the trouble occurred.

3.0 ESCALATION PROCEDURES

- 3.1 CenturyLink will provide BullsEye with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion. The escalation procedures to be provided hereunder shall include names and telephone numbers of CenturyLink management personnel who are responsible for maintenance and/or repair issues. These escalation procedures and contact information are set forth in the CenturyLink Service Guide.
- 3.2 On a reciprocal basis, BullsEye will provide CenturyLink with contact and escalation information for coordination of all maintenance and repair issues.

4.0 EMERGENCY RESTORATION

- 4.1 BullsEye may contact CenturyLink in order to discuss activities involving the Central Office and inter-office network that may impact BullsEye End User Customers.
- 4.1.1 CenturyLink will establish an SPOC to provide BullsEye with information relating to the status of restoration efforts and problem resolution during any restoration process.
- 4.1.2 CenturyLink shall establish methods and procedures for reprovisioning of all resold services after initial restoration. CenturyLink agrees that Telecommunications Service Priority ("TSP") services for BullsEye carry equal priority with CenturyLink TSP services for restoration. CenturyLink will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP

guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

5.0 MISDIRECTED REPAIR CALLS

- 5.1 For misdirected repair calls, the Parties will provide their respective repair bureau contact number(s) to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 5.2 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6.0 PREMISES VISIT PROCEDURES

- 6.1 CenturyLink Maintenance of Service Charges, when applicable, will be billed by CenturyLink to BullsEye, and not to BullsEye's End User Customers.
- 6.2 Dispatching of CenturyLink's technicians to BullsEye's End User Customers' premises shall be accomplished by CenturyLink pursuant to a request received from BullsEye.
- 6.3 Except as otherwise provided in this Agreement, in those instances in which CenturyLink personnel are required pursuant to this Agreement to interface directly with BullsEye's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall inform the customer, if asked, that he or she is there acting on behalf of the customer's local service provider. In these situations, any written "leave behind" materials that CenturyLink technicians provide to BullsEye's customer will be non-branded materials that does not identify the work being performed as being performed by CenturyLink. CenturyLink will not rebrand its vehicles and personnel.
- 6.4 If a trouble cannot be cleared without access to BullsEye's local service customer's premises and the customer is not at home, the CenturyLink technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call BullsEye for rescheduling of the repair.

7.0 INTENTIONALLY LEFT BLANK

8.0 PRICING

- 8.1 Rates and charges for the relevant services provided under this Article are included in Article VII (Pricing), and such rates and charges shall apply.

ARTICLE VI: ACCESS TO OPERATIONS SUPPORT SYSTEMS ("OSS")

1.0 INTENTION OF THE PARTIES

- 1.1 It is the Parties' intent that this Article shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyLink and BullsEye with regard to access to, use of services provided by, or information obtained pursuant to the CenturyLink Operations Support Systems that are described within the various articles of the Resale Agreement and/or the CenturyLink Service Guide.
- 1.2 This Article sets forth terms and conditions for access to Operations Support Systems (OSS) functions to support the resale services provided under this Agreement so that BullsEye can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing information and services from CenturyLink.

2.0 DEFINITIONS

- 2.1 CenturyLink Operations Support Systems: CenturyLink systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 2.2 CenturyLink OSS Services: Access to CenturyLink Operations Support Systems functions. The term "CenturyLink OSS Services" includes, but is not limited to: (a) CenturyLink's provision of BullsEye Usage Information to BullsEye pursuant to Sections 2.8 and 9.0 below; (b) CenturyLink's provision of BullsEye Billing Information to BullsEye pursuant to Sections 2.9 and 10.0 below; and (c) "CenturyLink OSS Information," as defined in Section 2.4 below.
- 2.3 CenturyLink OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyLink to provide CenturyLink OSS Services or CenturyLink Pre-OSS Services to BullsEye.
- 2.4 CenturyLink OSS Information: The term "CenturyLink OSS Information" includes, but is not limited to: (a) any Customer Information related to a BullsEye customer accessed by, or disclosed or provided to, BullsEye through or as a part of CenturyLink OSS Services or CenturyLink Pre-OSS Services; (b) any BullsEye Usage Information (as defined in Section 2.8 below); and (c) any BullsEye Billing Information (as defined in Section 2.9 below) accessed by, or disclosed or provided to, BullsEye.
- 2.5 CenturyLink Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyLink OSS Service and that CenturyLink offers to provide to BullsEye prior to, or in lieu of, CenturyLink's provision of the CenturyLink OSS Service to BullsEye. The term "CenturyLink Pre-OSS Services" includes, but is not limited to, the activity of placing orders for CenturyLink Retail Telecommunications Services or Access Service Requests through a telephone facsimile, electronic mail, or Web graphical user interface ("Web GUI") communication.

- 2.6 CenturyLink Retail Telecommunications Service: Any Telecommunications Service that CenturyLink provides at retail to subscribers that are not Telecommunications Carriers. The term "CenturyLink Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyLink.
- 2.7 Customer Information: Customer Proprietary Network Information ("CPNI") of a customer as defined in Section 222 of the Act, 47 U.S.C. §222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.
- 2.8 BullsEye Usage Information: The usage information for a CenturyLink Retail Telecommunications Service purchased by BullsEye under this Agreement that CenturyLink would record if CenturyLink was furnishing such CenturyLink Retail Telecommunications Service to a CenturyLink retail End User Customer.
- 2.9 BullsEye Billing Information: The billing information for a CenturyLink Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)) purchased by BullsEye under this Agreement that CenturyLink would provide if CenturyLink was furnishing such services or facilities to a CenturyLink customer.

3.0 SERVICE PARITY AND STANDARDS

Notwithstanding anything in this Agreement to the contrary, CenturyLink shall meet any service standard imposed by the FCC or by the Commission for any local services provided by CenturyLink to BullsEye for resale or use in the provision of Telecommunications Services.

4.0 FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES

If CenturyLink makes enhancements to the existing CenturyLink OSS Facilities or implements real-time automated electronic interfaces at some future date, the Parties agree that: (a) to the extent practicable, BullsEye will use such interfaces to obtain CenturyLink OSS Services; and (b) CenturyLink may at its option discontinue any CenturyLink OSS Facilities that the enhanced facilities have been designed to replace.

5.0 NOTICES

Unless otherwise specifically provided elsewhere in this Agreement, notices required under this Article shall be provided pursuant to Article III, Section 34.

6.0 CENTURYTEL OSS SERVICES

- 6.1 Upon request by BullsEye, CenturyLink shall provide to BullsEye, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyLink Pre-OSS Services, or at CenturyLink's option, access to CenturyLink OSS Services. CenturyLink shall not be required to provide BullsEye access to CenturyLink

OSS Services if such are not available and CenturyLink provides BullsEye access to applicable CenturyLink Pre-OSS Services.

- 6.2 Subject to the requirements of Applicable Law, CenturyLink Operations Support Systems, CenturyLink Operations Support Systems functions, CenturyLink OSS Facilities, CenturyLink OSS Information, and the CenturyLink OSS Services that will be offered by CenturyLink, shall be as determined by CenturyLink. Subject to the requirements of Applicable Law, CenturyLink shall have the right to change CenturyLink Operations Support Systems, CenturyLink Operations Support Systems functions, CenturyLink OSS Facilities, CenturyLink OSS Information, and the CenturyLink OSS Services, from time-to-time, without the consent of BullsEye.
- 6.3 Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyLink Service Guide. The standard service order charges set forth pursuant to this agreement shall apply to all orders placed via OSS or pre-OSS services.

7.0 ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES

- 7.1 CenturyLink OSS Facilities may be accessed and used by BullsEye only for BullsEye's access to and use of CenturyLink Pre-OSS Services or CenturyLink OSS Services pursuant to and in accordance with this Agreement.
- 7.2 CenturyLink OSS Facilities may be accessed and used by BullsEye only to provide Telecommunications Services to BullsEye End User Customers in the State.
- 7.3 BullsEye shall restrict access to and use of CenturyLink OSS Facilities to BullsEye. BullsEye shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except BullsEye's employees, agents, and contractors, in accordance with Section 7.7 below), to access or use CenturyLink OSS Facilities.
- 7.4 BullsEye shall not (a) alter, modify or damage the CenturyLink OSS Facilities (including, but not limited to, CenturyLink software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyLink OSS Facilities; (c) use CenturyLink OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or third-party Intellectual Property rights; (d) allow any use of or access to CenturyLink OSS Facilities by any unauthorized person; or (e) obtain access through CenturyLink OSS Facilities to CenturyLink databases, facilities, equipment, software, or systems, which are not authorized for BullsEye's use under this Section 7.0.
- 7.5 BullsEye shall comply with all practices and procedures established by CenturyLink for access to and use of CenturyLink OSS Facilities (including, but not limited to, CenturyLink practices and procedures with regard to security and use of access and user identification codes).

- 7.6 All practices and procedures for access to and use of CenturyLink OSS Facilities, and all access and user identification codes for CenturyLink OSS Facilities: (a) shall remain the property of CenturyLink; (b) shall be used by BullsEye only in connection with BullsEye's use of CenturyLink OSS Facilities permitted by this Section 7.0; (c) shall be treated by BullsEye as Confidential Information of CenturyLink pursuant to Section 14.0, Article III of the Agreement; and, (d) shall be destroyed or returned by BullsEye to CenturyLink upon the earlier of a request by CenturyLink or the expiration or termination of the Agreement.
- 7.7 BullsEye's employees, agents and contractors may access and use CenturyLink OSS Facilities only to the extent necessary for BullsEye's access to and use of the CenturyLink OSS Facilities permitted by this Agreement. Any access to or use of CenturyLink OSS Facilities by BullsEye's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. BullsEye shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Facilities.
- 7.8 CenturyLink will provide BullsEye with access to the CenturyLink Pre-OSS Services and CenturyLink OSS Facilities during the same hours of operation that apply to CenturyLink's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyLink shall provide support during Retail Operations Hours sufficient to provide BullsEye with service at the same level provided to CenturyLink's own retail operations.

8.0 CENTURYTEL OSS INFORMATION

- 8.1 Subject to the provisions of this Agreement and Applicable Law, BullsEye shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyLink OSS Information during the term of this Agreement, for BullsEye's internal use for the provision of Telecommunications Services to BullsEye End User Customers in the State.
- 8.2 All CenturyLink OSS Information shall at all times remain the property of CenturyLink. Except as expressly stated in this Article, BullsEye shall acquire no rights in or to any CenturyLink OSS Information. CenturyLink reserves all rights not expressly granted herein.
- 8.2.1 BullsEye shall treat CenturyLink OSS Information as Confidential Information of CenturyLink pursuant to Section 14.0, Article III of the Agreement.
- 8.2.2 BullsEye shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except BullsEye's employees, agents or contractors, in accordance with Section 8.2.3 below), to access, use or disclose CenturyLink OSS Information, except as provided in Section 8.2.3 below.

- 8.2.3 BullsEye's employees, agents and contractors may access, use and disclose CenturyLink OSS Information only to the extent necessary for BullsEye's access to, and use and disclosure of, CenturyLink OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyLink OSS Information by BullsEye's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Sections 8.2.1 and 8.2.2 above. BullsEye shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Information.
- 8.2.4 BullsEye's right to use CenturyLink OSS Information shall expire upon the earliest of: (a) termination of such right in accordance with this Article; or (b) expiration or termination of the Agreement.
- 8.2.5 All CenturyLink OSS Information received by BullsEye shall be destroyed or returned by BullsEye to CenturyLink, upon expiration, suspension or termination of the right to use such CenturyLink OSS Information.
- 8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to, Article III, Sections 2.0 and 9.0 of the Agreement and Section 11.1 below), BullsEye's access to CenturyLink OSS Information through CenturyLink OSS Services shall terminate upon the expiration or termination of the Agreement.
 - 8.3.1 CenturyLink shall have the right (but not the obligation) to audit BullsEye to ascertain whether BullsEye is complying with the requirements of Applicable Law and this Agreement with regard to BullsEye's access to, and use and disclosure of, CenturyLink OSS Information.
 - 8.3.2 Without in any way limiting any other rights CenturyLink may have under the Agreement or Applicable Law, CenturyLink shall have the right (but not the obligation) to monitor BullsEye's access to and use of CenturyLink OSS Information which is made available by CenturyLink to BullsEye pursuant to this Agreement, to ascertain whether BullsEye is complying with the requirements of Applicable Law and this Agreement, with regard to BullsEye's access to, and use and disclosure of, such CenturyLink OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor BullsEye's access to and use of CenturyLink OSS Information which is made available by CenturyLink to BullsEye through CenturyLink OSS Facilities.
 - 8.3.4 Information obtained by CenturyLink pursuant to this Section 8.0 shall be treated by CenturyLink as Confidential Information of BullsEye pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyLink shall have the right (but not the obligation) to use and disclose information

obtained by CenturyLink pursuant to this Article to enforce CenturyLink's rights under the Agreement or Applicable Law.

8.4 Customer Proprietary Network Information (CPNI).

- 8.4.1 BullsEye will not access CenturyLink's pre-order functions to view CPNI of another carrier's customer unless BullsEye has obtained an authorization for release of CPNI from the customer. BullsEye will not be required to provide CenturyLink with individual written Letter(s) of Authorization prior to accessing CPNI information but will be required to provide and operate under a Blanket Letter of Authorization that includes appropriate certifications and restrictions as to the ability to access and use CPNI consistent with applicable law. The template for a valid Blanket Letter of Authorization can be found in the CenturyLink Service Guide.
- 8.4.2 BullsEye must maintain records of individual End User Customers' authorizations for change in local Telephone Exchange Service and/or release of CPNI, which adhere to all requirements of State and federal law.
- 8.4.3 BullsEye is solely responsible for determining whether proper authorization has been obtained. BullsEye shall indemnify, defend, and hold CenturyLink and other applicable indemnified persons harmless pursuant to Article III, Section 30 from any Claim arising out of or relating to BullsEye's failure to obtain proper CPNI consent from a customer.
- 8.4.4 BullsEye understand that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for BullsEye to become the customer's service provider shall be both a violation of Applicable Law and a material breach of this agreement. BullsEye agrees to provide proof of customer permission retained pursuant to Section 8.4.2 if a CenturyLink audit pursuant to Section 8.3 shows evidence of possible violation of Section 8.4.1 and Applicable Law.

8.5 Date Validation Files.

- 8.5.1 Upon request, CenturyLink will provide BullsEye with any of the following Data Validation Files via, at CenturyLink's option, CD-ROM, downloadable, email, or other electronic format:
 - 8.5.1.1 SAG (Street Address Guide)
 - 8.5.1.2 Feature/Service Availability by Switch
 - 8.5.1.3 Directory Names
 - 8.5.1.4 Class of Service Codes
 - 8.5.1.5 Community Names
 - 8.5.1.6 Yellow Page Headings
 - 8.5.1.7 PIC/LPIC (InterLATA/IntraLATA)

8.5.2 BullsEye may obtain a Data Validation File not more than once per quarter.

8.6 Subject to Article III, Section 27, CenturyLink will provide BullsEye with online access to documentation and user manuals that set forth the methods and procedures BullsEye must use in order to utilize the CenturyLink Pre-OSS Services or CenturyLink OSS Facilities, including the existing CenturyLink Pre-OSS Systems, and all enhancements, improvements and changes implemented by CenturyLink. BullsEye agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyLink Pre-OSS Services of CenturyLink OSS Facilities in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

9.0 BullsEye USAGE INFORMATION

- 9.1 BullsEye Usage Information will be available to BullsEye through the following:
 - 9.1.1 Daily Usage File through FTP or Connect:Direct.
 - 9.1.2 BullsEye Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.
- 9.2 Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyLink.
- 9.3 Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, BullsEye Usage Information will be provided to BullsEye shall be determined by CenturyLink.

10.0 BullsEye BILLING INFORMATION

- 10.1 BullsEye Billing Information will be available to BullsEye through the following means:
 - 10.1.1 Monthly Web GUI Online through MyAccount;
 - 10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP; or
 - 10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.
- 10.2 To the extent that BullsEye Billing Information is not available by one of the means set forth in Section 10.1, CenturyLink may provide it in paper or other format.

11.0 LIABILITIES AND REMEDIES

- 11.1 If BullsEye or an employee, agent or contractor of BullsEye at any time breaches a provision of Sections 7.0 or 8.0 above and such breach continues after notice thereof from CenturyLink, then, except as otherwise required by Applicable Law, CenturyLink shall have the right, upon notice to BullsEye, to suspend or terminate the right to use CenturyLink OSS Information granted by Section 8.1 above and/or the provision of CenturyLink OSS Services, in whole or in part.
- 11.2 BullsEye agrees that CenturyLink would be irreparably injured by a breach of this Article by BullsEye or the employees, agents or contractors of BullsEye, and that CenturyLink shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 11.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.
- 11.3 Any breach of any provision of this Article by any employee, agent, or contractor of BullsEye shall be deemed a breach by BullsEye.

12.0 RELATION TO APPLICABLE LAW

The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by CenturyLink of any right with regard to protection of the confidentiality of the information of CenturyLink or CenturyLink customers provided by Applicable Law.

13.0 COOPERATION

BullsEye, at BullsEye's expense, shall reasonably cooperate with CenturyLink in using CenturyLink OSS Services or CenturyLink Pre-OSS Services. Such cooperation shall include, but not be limited to, the following:

- 13.1 Intentionally Left Blank
- 13.2 BullsEye shall reasonably cooperate with CenturyLink in submitting orders for CenturyLink Telecommunications Services and otherwise using the CenturyLink OSS Services or CenturyLink Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyLink OSS Services or CenturyLink Pre-OSS Services.
- 13.3 Upon CenturyLink's request, BullsEye shall participate in reasonable cooperative testing of CenturyLink OSS Services or CenturyLink Pre-OSS Services and shall provide reasonable assistance to CenturyLink in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyLink OSS Services or CenturyLink Pre-OSS Services.

14.0 CENTURYTEL ACCESS TO INFORMATION RELATED TO BullsEye CUSTOMERS

- 14.1 CenturyLink shall have the right to access, use and disclose information related to BullsEye End User Customers that is in CenturyLink's possession (including, but

not limited to, in CenturyLink OSS Facilities) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyLink's rights, or is authorized by the BullsEye customer in the manner required by Applicable Law.

- 14.2 Upon request by CenturyLink, BullsEye shall negotiate in good faith and enter into a contract with CenturyLink, pursuant to which CenturyLink may obtain access to BullsEye's operations support systems (including, type of access to allow CenturyLink access to systems/ information required for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit CenturyLink to obtain information related to BullsEye End User Customers (as authorized by the applicable BullsEye customer), to permit End User Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

15.0 CENTURYTEL PRE-OSS SERVICES

- 15.1 Subject to the requirements of Applicable Law, the CenturyLink Pre-OSS Services that will be offered by CenturyLink shall be as determined by CenturyLink, and CenturyLink shall have the right to change CenturyLink Pre-OSS Services, from time-to-time, without the consent of BullsEye, upon 60 days written notice..
- 15.1.1 BullsEye shall use the CenturyLink Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders. If the Web GUI is not functioning at the time BullsEye desires to place a request for a CSR or an LSR, BullsEye may submit its request or order by means of electronic mail or facsimile.
- 15.1.2 BullsEye shall place Access Service Requests ("ASRs") at its option by means of facsimile, email, or other electronic means CenturyLink may provide such as its web-based ASR ordering system.
- 15.1.3 BullsEye shall use a CenturyLink-provided 1-800 number for all trouble ticket and maintenance issues.
- 15.2 This Section 15.2 shall apply except where Article III, Section 27, applies. CenturyLink is entitled to recover the costs of providing access to the CenturyLink Operations Support Systems via the CenturyLink OSS Services, CenturyLink Pre-OSS Services, or CenturyLink OSS Facilities, or other means. CenturyLink shall recover its costs of creating, implementing, or maintaining access to the CenturyLink Operations Support Systems via the CenturyLink OSS Services, CenturyLink Pre-OSS Services, or CenturyLink OSS Facilities or other means from BullsEye and other users of such services or facilities in a competitively neutral manner. CenturyLink's prices for CenturyLink Pre-OSS Services or other access to CenturyLink Operations Support Systems, or other methods of recovery of the cost of providing interim or permanent access to the CenturyLink Operations Support Systems via the CenturyLink OSS Services,

CenturyLink Pre-OSS Services, CenturyLink OSS Facilities, or other means shall be as determined by the Commission upon CenturyLink's submission in accordance with Applicable Law.

- 15.3 Any obligation imposed on BullsEye hereunder with respect to CenturyLink OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyLink Pre-OSS Services.
- 15.4 BullsEye acknowledges that the CenturyLink OSS Information is subject to change from time to time.

16.0 CANCELLATIONS

CenturyLink may cancel orders for service request held in a pending status that have had no activity within thirty-one (31) consecutive calendar days after the original service date.

ARTICLE VII: PRICING

1.0 RESALE PRICING

Recurring charges for Resale at Retail Services

Tariff rates

Non-Recurring Charges (NRCs) for Resale Services

NRCs, other than those for Pre-ordering and Custom Handling specifically listed in this Appendix, will be charged from the appropriate retail tariff.

Pre-ordering Non-recurring Charges (NRCs)

CLEC Account Establishment Per CenturyLink affiliate	\$273.09
Customer Record Search Per Account	\$ 5.25

<u>Service Order Charge all for all LSRs</u>	\$13.75
--	---------

<u>Complex Service Order Charges</u>	Applicable
Tariff	Rate

Custom Handling (NRCs)

Service Order Expedite:	\$150.00
-------------------------	----------

Dispatch Charge	Applicable Tariff
-----------------	-------------------

Usage File Charges

Message Provisioning, per message	\$.000684
-----------------------------------	-----------

Application of NRCs

Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that BullsEye orders any service from a CenturyLink affiliate.

“Customer Record Search” applies when BullsEye requests a summary of the services currently subscribed to by the End User Customer.

“Service Order Charge” all for all LSRs will be applicable when submitting a Local Service Request (LSR) for any reason. The Service Order Charge covers

the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. CenturyLink will bill the service order charge for an LSR or suspension of service request regardless if the LSR is later supplemented, clarified, or cancelled. The receiving Party will also bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR, consistent with CenturyLink's filed tariff rates for Primary and Secondary Service Order Charges, i.e., initial service order charged at Primary rate and subsequent service orders for supplements, clarifications or cancellations charged at Secondary rate.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

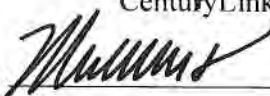
“Service Order Expedite” applies if BullsEye requests service prior to the standard due date intervals.

SIGNATURE PAGE

BullsEye Telecom, Inc

CenturyTel of Ohio Inc., dba
CenturyLink

Signature: 

Signature: 

Title: CEO

Title: Director – Contract Negotiations

Printed Name: William H. Oberlin

Printed Name: Michael R. Hunsucker

Date: 2/3/2010

Date: 3-4-10



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/13/2010 3:09:06 PM

in

Case No(s). 10-0466-TP-NAG

Summary: Application of CenturyTel of Ohio dba CenturyLink for approval of Negotiated agreement with Bullseye Telecom Inc. (part 2) electronically filed by Gary Baki on behalf of CenturyTel of Ohio dba CenturyLink