

AMENDMENT ONE
TO THE RESALE AGREEMENT
DATED January 11, 2010

BETWEEN

CENTURYTEL OF OHIO, INC., DBA CENTURYLINK

And

BULLSEYE TELECOM, INC.

Pursuant to this Amendment, the Parties identified above hereby agree to amend that certain Resale Agreement dated January 11, 2010, that was entered into between the Parties (the "Agreement"), as the same may have previously been amended or extended by written agreement, to include the following provisions:

1. All capitalized terms not defined herein shall have the meaning described in the Agreement. The word "including" shall have the same meaning as "including but not limited to".

2. The Amendment will be deemed effective once executed by both parties and approved by the Public Utilities Commission of Ohio.

3. **Amendment:** Notwithstanding anything set forth in the Agreement to the contrary, the provisions set forth on Attachment 1 hereto, which is appended hereto and incorporated herein, shall hereafter be given effect on a prospective basis from and after the effective date of this Amendment.

3. **Miscellaneous**

3.1. All of the other provisions of the Agreement shall remain in full force and effect. By signing this Amendment, neither Party waives any rights it may have under the Agreement, and each Party expressly reserves its rights to argue any position it may deem reasonable pursuant to the Agreement as amended hereby. CenturyLink shall submit this Amendment to the Public Utilities Commission of Ohio for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

3.2 Conflict between this Amendment and the Agreement: This Amendment shall be deemed to augment the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of

this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.

3.3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

3.4. Scope of Amendment. This Amendment shall amend, modify, and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

BULLSEYE TELECOM, INC.

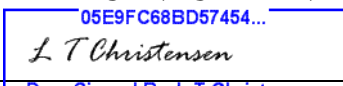
By:  DocuSigned by:
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Name: William H. Oberlin

Title: CEO

Date: 11/21/2011

**CENTURYTEL OF OHIO, INC., DBA
CENTURYLINK**

By:  05E9FC68BD57454...
DocuSigned By: L T Christensen

Name: L. T. Christensen

Title: Director - Wholesale Contracts

Date: 11/29/2011

Attachment 1:
to
Amendment One

I. CENTURLINK NO LONGER REPRESENTS AND WARRANTS THAT IT IS A “RURAL TELEPHONE COMPANY” AS THAT TERM IS DEFINED IN THE ACT, 47 U.S.C. 153.

II. WHOLESALE DISCOUNT APPLICABLE TO LOCAL SERVICE RESALE

1.0 Pricing

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

1.1.1 The discount specified in Section 3 below shall apply to the monthly retail rate of all Telecommunications Services made available for resale except those services excluded from resale or from receiving the resale discount as set forth in this Amendment or Applicable Law. The terms “wholesale discount” and “resale discount,” as used in this Article, are interchangeable.

1.1.2 The discount dollar amount will be deducted from the monthly retail rate of the Telecommunications Service.

1.1.3 The resulting rate is the monthly resale rate of the telecommunications service.

2.0 Voice Mail Service

Voice Mail Service is not a Telecommunications Service subject to resale under this Agreement. Where offered, CLEC may purchase Voice Mail Service and related services for its End Users at CenturyLink’s retail rates; however, no resale discount applies.

3.0 Wholesale Discount Rate

The Wholesale Discount applicable to Local Service Resale shall be 13.85 %.

III. DIRECTORY SERVICES

1.0 Scope

CenturyLink, either directly or through a third party, publishes and distributes alphabetical (white pages) and/or classified (yellow pages) telephone directories (hereinafter the “Directory” or “Directories” as the case may be) in certain CenturyLink local exchange service areas (the “CenturyLink Local Areas”).

This Appendix sets forth the rates, terms and conditions pursuant to which CenturyLink agrees to provide to BullsEye basic services associated with the Directories such as publication of listings and distribution (the “Directory Services” or “Services”) as more particularly described in of this Appendix. These terms are applicable only to hard copy directory books. CenturyLink and BullsEye may, from time to time, agree on the provision of additional services (“Additional Services”), which shall be furnished pursuant to addendums to this Appendix and governed by the terms and conditions set forth in the Agreement. No addendum for Additional Services shall be binding unless signed by the Parties.

2.0 BullsEye Obligations and Responsibilities

The following obligations shall be the responsibility of BullsEye, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth on ***Exhibit A*** attached hereto:

- a. BullsEye shall submit to CenturyLink or, if so elected by BullsEye to submit an annual data file as provided herein, its designated third party publisher (“Publisher”) all Listing Information (as hereinafter defined) relating to its subscribers (“Subscribers”) who desire published listings within a CenturyLink Directory. For purposes of this Amendment, “Listing Information” shall consist of the Subscriber’s name, address, telephone number, desired yellow pages classified heading (if any), and any other required listing information. Under no circumstances shall BullsEye provide Subscriber data as a part of Listing Information for those Subscribers who do not desire published listings. Listing Information shall be supplied by BullsEye without charge to CenturyLink. Listing Information shall be supplied, to CenturyLink, in a Local Service Request (“LSR”) or a standalone Directory Service Request (“DSR”) or, if to the Publisher, in a data file format as provided herein. Listing Information

shall be submitted within the time frames as reasonably directed by CenturyLink and in accordance with established service guidelines in the CenturyLink Standard Practices, which may be accessed at <http://business.centurytel.com//business/Wholesale/>. Listing Information provided to CenturyLink via an LSR or DSR will be used by CenturyLink for purposes related to publishing directory listings.

- b. If providing Listing Information via an LSR or DSR, BullsEye shall separately provide to CenturyLink Directory delivery address data for Subscribers, if different from the Listing Information, and for those Subscribers who do not desire published listings. Where BullsEye elects to send an annual data file of Listing Information to the Publisher, BullsEye shall provide a separate distribution file to the Publisher.
- c. If required for resolution of a Directory related inquiry, request or complaint received by BullsEye from its Subscribers, BullsEye shall promptly notify CenturyLink, but in any event within ten (10) days, of receipt of such inquiry, request, or complaint and shall reasonably cooperate with CenturyLink and Publisher to resolve such matters in a timely and expeditious manner. If the Parties are unable to resolve such matters within thirty (30) days, either Party may invoke the Dispute Resolution process in the Agreement.
- d. If providing Listing Information via an LSR or DSR, BullsEye shall process all Listing Information change requests received from its Subscribers within commercially reasonable time frames.
- e. If providing Listing Information via an LSR or DSR, BullsEye shall transmit to CenturyLink all information arising from Subscriber transactions that should result in an addition to, a change in or a deletion of any Listing Information previously transmitted by BullsEye to CenturyLink and held in CenturyLink's database.
- f. BullsEye will pay charges as set forth in ***Exhibit A, Directory Services Fee Schedule***, for Services. Such charges shall include, but are not limited to, expenses associated with work performed by the Publisher, as identified in Exhibit A. Where BullsEye requests services or work that is outside the scope of that set forth in Exhibit A, CenturyLink shall provide the proposed charges, with explanation of the basis for the charges, and obtain prior written approval from BullsEye to undertake such work on BullsEye's behalf.
- g. For Listing Information held in the CenturyLink database, Galley Proofs (as hereinafter defined) are provided at no charge by CenturyLink 30 days prior to the annual Business Office Close ("BOC") for a Directory. BullsEye shall review the Galley Proofs and provide corrections to

CenturyLink no later than five (5) business days prior to the BOC (“cut-off date”). Such cut-off date shall be at parity with that required for CenturyLink to enter corrections of its own Listing Information. Notwithstanding the foregoing, should either Party identify pervasive or systemic errors requiring corrections to more than 10 percent of BullsEye’s listings, BullsEye will take commercially reasonable efforts to initiate the process of submitting corrections no later than 15 days prior to BOC. BullsEye expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory and that changes are subject to a change charge as listed for Galley Proof changes in Exhibit A; provided however, no charge is applied if the error was made by CenturyLink. In the event BullsEye fails to provide CenturyLink with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and BullsEye shall indemnify CenturyLink for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs provided, however, that CenturyLink provides the Galley Proofs to BullsEye with the time frames required herein and that such Galley Proofs have not been modified after BullsEye’s review. BullsEye may request additional Galley Proofs with at least one (1) week’s advance notice to CenturyLink and at charges as provided in Exhibit B.

- h. If BullsEye elects to provide Listing Information via an annual data file to the CenturyLink Publisher, BullsEye will: (i) provide the annual one time data file for each individual directory to the Publisher prior to the BOC, with notice to CenturyLink at least forty-five (45) days prior to file submission of BullsEye intent to provide a data file of Listing Information; and (ii) provide the data file of Listing Information in a format as provided in Section 7 of this Appendix.

3.0 CenturyLink Obligations and Responsibilities

During the Term of the Agreement, the responsibilities of CenturyLink and, as directed by CenturyLink, its Publisher, shall be the following:

- a. CenturyLink shall include one standard listing (“BullsEye Listing”) for each Subscriber, at no charge to BullsEye or BullsEye’s subscribers, for whom CenturyLink or its Publisher receives Listing Information in CenturyLink’s Directories for a CenturyLink Local Area in accordance with *Exhibit A*. Standard BullsEye Listings shall be interfiled alphabetically with listings of other local exchange telephone company subscribers and treated in the same manner as CenturyLink Listings and pursuant to this Appendix.

- b. Where BullsEye submits Listing Information via the LSR/DSR process, CenturyLink shall make reasonable provisions to ensure that BullsEye Subscribers' Listing Information is properly entered into the CenturyLink database and transmitted to Publisher, as provided by BullsEye. In the event that CenturyLink incorrectly publishes the Listing Information of a BullsEye subscriber(s), through no fault of BullsEye, CenturyLink shall promptly, but in any event within ten (10) days of notice from BullsEye, take actions to correct the Listing Information in the CenturyLink database used for publishing Directories, and will reasonably cooperate with BullsEye to investigate and resolve the cause of the errors in an expeditious manner. If the Parties disagree as to their responsibilities pursuant to this Section 3.b, either Party may invoke the Dispute Resolution terms of the Agreement.
- c. CenturyLink shall make available, at no charge to BullsEye or its Subscribers, one listing for each BullsEye business customer under the appropriate heading (if such heading is supplied by BullsEye) in CenturyLink's applicable classified Directories, such headings and Directories to be determined at CenturyLink's discretion. CenturyLink shall work cooperatively with BullsEye to ensure any such listings for government agencies are also included in the appropriate section and under the appropriate heading.
- d. At BullsEye request, CenturyLink shall include, at no additional charge, BullsEye critical contact information alphabetically (by local exchange carrier) in the information pages of its alphabetical Directories (but only where such information pages are otherwise included in a given Directory) for communities where BullsEye offers Local Service, in accordance with CenturyLink's standards for inclusion in a given Directory. For this purpose, BullsEye must: supply in a timely manner critical contact information needed by CenturyLink to produce information pages, and ensure that critical contact information telephone numbers are working numbers. Critical contact information includes BullsEye's name and logo, telephone numbers for telephone services, billing, and repair services.
- e. Except as provided in Section 7.b. below for the annual one time submission of Listing Information to the Publisher, CenturyLink shall not be restricted in supplying to third party directory publishers BullsEye Subscriber Information pursuant to this Appendix and interfiled with Listing Information of CenturyLink and other CLEC subscribers as may be required to fulfill regulatory and legal requirements for the sole purpose of publishing directory listings. Further, the Parties agree that such Listing Information provided to third party directory publishers shall not contain information or data that could be used to distinguish BullsEye Subscribers from CenturyLink or other CLEC Subscribers.

- f. CenturyLink shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to BullsEye or Subscribers, in accordance with CenturyLink's procedures, provided that physical Directory delivery information has been provided by BullsEye. Thereafter, and for the life of the Directory, CenturyLink shall undertake distribution to all new BullsEye Subscribers and those existing Subscribers that need replacement or additional copies ("Secondary Distribution") upon CenturyLink's receipt of necessary Subscriber information. Such Secondary Distribution shall be in accordance with CenturyLink's standard procedures. CenturyLink shall make available in the published Directory to BullsEye's Subscribers an 800 number to use for any Secondary Distribution requirements.

- g. Except where BullsEye elects to submit Listing Information directly to the Publisher, CenturyLink shall provide an extract of BullsEye Subscribers' alphabetical listings thirty (30) days prior to the Business Office Close ("BOC") date for a Directory publication (generally referred to as a "Galley Proof"). Said review process shall be subject to the availability of BullsEye Listings in advance of publication and within the time/deadline constraints imposed by CenturyLink and/or its Publisher as set forth above in Section 2. BullsEye shall be responsible for any costs associated with the review process charged by CenturyLink and/or its Publisher; provided however, where such costs associated with the review process are not set forth in Exhibit A to this Amendment, CenturyLink shall provide in writing costs to be incurred and obtain the prior written consent of BullsEye before engaging in any such work on behalf of BullsEye.

- h. Within ten (10) business days of a request by BullsEye, CenturyLink will provide BullsEye with the appropriate contact information for the CenturyLink directory publisher.

- i. CenturyLink shall provide notice of Directory Service process or guideline changes to BullsEye as soon as such change is practicably known to CenturyLink but no less than thirty (30) days prior to the effective date of such change. Notice of such changes will be provided via the Electronic web notification process.

4.0 Directory Advertising

BullsEye acknowledges and agrees that this Amendment does not cover the provision of Directory advertising, and BullsEye expressly acknowledges that any purchase of Directory advertising shall be handled in accordance with the terms and conditions of

CenturyLink's standard Contract for Directory Advertising Services, and at the prices which CenturyLink may have in effect from time to time.

5.0 Cooperation

The Parties acknowledge and agree that cooperation between them will be required to serve the needs of each Party's subscribers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such subscribers.

6.0 Sales and Publishing Procedures

CenturyLink shall maintain full authority over its Directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All BullsEye listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of CenturyLink's Directories. CenturyLink shall periodically supply BullsEye with updates concerning publishing schedules and related matters.

Nothing in this Amendment shall be construed as limiting CenturyLink from entering into an agreement with a third party, in its sole discretion, to act as Publisher; provided however, in the event that BullsEye chooses to provide listings via an annual data file, CenturyLink will notify BullsEye in writing of a change of publishers, which notice will be no more than ten (10) days following the effective date of a decision to change in publishers. Such notice will include contact information of the new directory Publisher and any known changes that will impact the process by which the BullsEye's listings are to be included in the directory publication and distribution.

7.0 Submission of Listings for Publication

BullsEye may choose to send Subscriber Listing Information via the LSR/DSR process or an annual data file. For all directory markets inclusive, BullsEye must choose either the LSR/DSR process or the annual data file method. If at any time BullsEye wishes to change the methodology used previously, BullsEye must notify CenturyLink in writing and the appropriate process will be instituted. Notification must be received at least one-hundred eighty (180) days before the desired effective date for the change of methodology. The Parties will work cooperatively together to effect such change.

a. LSR/DSR Option for submitting Directory Listings

1. BullsEye will submit directory listing requests for all listings, additions, changes, deletions via the LSR/DSR Process.
2. Notwithstanding anything herein or in related documents or guidelines, unless otherwise agreed by the Parties, CenturyLink will process all BullsEye orders within forty-eight (48) hours of being submitted by BullsEye.

b. Annual File

1. BullsEye may submit listings via an annual data file on a per Directory basis. Listing Information submitted via an annual data file will not be entered into CenturyLink's own system, or rekeyed. CenturyLink shall direct its Publisher to handle Listing Information submitted via an annual data file by BullsEye pursuant to the terms of this Appendix and interfile BullsEye Subscriber Listings alphabetically with CenturyLink's Subscriber Listings in the local white pages, and where applicable the Yellow Pages for business listings.
2. The File should be supplied in an Excel spreadsheet, or other format as the Parties may mutually agree, with listing name, number and address information. Any captions should have indent levels supplied and any business listing should have a Yellow Page Header supplied as well. A separate file should be sent for each book and should include only those numbers that are to be published.
3. It is BullsEye's responsibility to ensure the annual data file is provided to CenturyLink and or the Publisher (if so elected by BullsEye) before the corresponding close date each year; provided however, CenturyLink must provide notice of the close date each year at least one hundred twenty (120) days prior to such close date
4. BullsEye will provide a separate distribution file (marked 'distribution only') containing all subscribers for the applicable Directory area.
5. BullsEye is responsible for selling its listings to third party requestors if BullsEye selects the annual data file method.
6. There is no charge for the annual data file to be supplied by BullsEye.

EXHIBIT A

Description of Services:

Preliminary Pages

- Critical customer contact numbers for billing, service, repair
- If requested by BullsEye, listing of BullsEye name and address in alphabetical order on page(s) titled "Other Telephone Service Providers"

Directory Listings

- A white pages listing for each BullsEye subscriber to be published
- A standard regular listing in classified section of directory for each BullsEye business subscriber to be published
 - A complete list of classified headings and a directory production schedule, with service order close and galley due dates, will be provided by CenturyLink
- Fulfillment of orders for directory listings to 3rd party directory publishers on behalf of BullsEye *
- A listing in the appropriate section of the directory for government agencies.

White Pages Galleys *

- One white pages galley for each directory to proof prior to publication at no charge
- Additional galleys available upon request
- One white page galley will be supplied only if the listings are maintained by CenturyLink

Copies of Directories

- One copy of telephone directory to BullsEye at time of publication
- Delivery of directories to BullsEye subscribers, (quantity of 1 per residence and 2 per business unless otherwise specified for hand delivery. For mailed, all quantities default to 1) during initial distribution
- For secondary distribution 800# must be used.

Directory Service Request *

- Service order processing to update, establish or change a directory listing

***Applies only where the LSR/DSR Process is used by BullsEye**

DIRECTORY SERVICES FEE SCHEDULE:

<u>Item</u>	<u>Description</u>	<u>Fee</u>
Preliminary Pages	Listing of BullsEye and contact numbers	No Charge
Directory Listings	Subscriber Listings	No Charge
Additional Listing or other Directory Listing Services shall be provided at rates set forth in applicable tariffs.		
White Pages Galleys	First galley	No Charge
Ad Hoc (Each Additional) Galley		\$150.00 ea.
Copies of Directories for Subscribers		No Charge
Directory Service Request (DSR applies when Directory request is made in a separate stand alone submission. If a Directory Request is made on a submission of an LSR, then the LSR charge only applies)		
Directory Service Request (“DSR”) to update or establish listing		\$5.61

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/29/2011 2:10:30 PM

in

Case No(s). 11-5831-TP-NAG

Summary: Agreement Application of CenturyTel of Ohio, Inc. d/b/a CenturyLink for Approval of a Negotiated Agreement with Bullseye Telecom, Inc., in Reference to 10-0466-TP-NAG electronically filed by Mrs. Marjorie Herlth on behalf of CenturyTel of Ohio, Inc. d/b/a CenturyLink