

February 21, 2017

Patricia Van Gerpen, Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Extension Amendment to CenturyLink Local Services Platform (“CLSP”) Agreement between Qwest Corporation dba CenturyLink QC and BullsEye Telecom, Inc.

Dear Ms. Van Gerpen:

Enclosed for your information is an executed copy of Extension Amendment to CenturyLink Local Services Platform (“CLSP”) Agreement between Qwest Corporation dba CenturyLink QC and BullsEye Telecom, Inc., which was submitted for information only to the Commission on January 18, 2011, with an effective date of January 4, 2011.

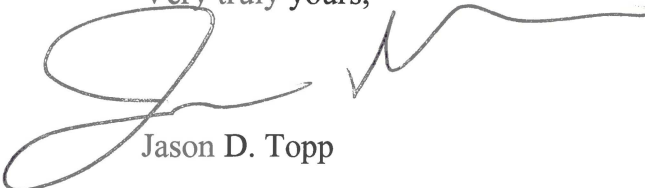
The Amendment incorporates changes to the amendment effective date and term and Service Descriptions.

Contact information for BullsEye Telecom, Inc., is as follows:

David S. Bailey
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033
(248) 784-2500
Db Bailey@bullseyetelecom.com

Please contact me if you have any questions or concerns. Thank you.

Very truly yours,



Jason D. Topp

JDT/bardm

Enclosure

cc: David S. Bailey (via email)

200 South 5th Street, Room 2200
Minneapolis, MN 55402

www.centurylink.com

**EXTENSION AMENDMENT TO
CENTURYLINK™ LOCAL SERVICES PLATFORM (“CLSP™”) AGREEMENT**

This amendment (“Amendment”), by and between **Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and BullsEye Telecom, Inc. (“CLEC”), a Michigan corporation**, amends the CenturyLink™ Local Services Platform (“CLSP™”) Agreement (formerly known as “Qwest Local Services Platform™ (“QLSP™”) Agreement”) between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform (“QLSP™”) Agreement (now referred to as a CenturyLink™ Local Services Platform (“CLSP™”) Agreement), (the “Agreement”); and

WHEREAS, the terms “CenturyLink” and “CLSP” in this Amendment shall be used in place of, and interchangeably with, the terms “Qwest” and “QLSP”, respectively, in the Agreement; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Section 2 of the Agreement will be replaced in its entirety as follows:

2. Effective Date. This Amendment shall be deemed effective on January 1, 2017.

Section 3 of the Agreement will be replaced in its entirety as follows:

3. Term. The term of this Agreement begins on the Effective Date and continues through December 31, 2019. Upon expiration, this Agreement will continue on a month-to-month basis until it is terminated by either Party, with at least ninety (90) Days prior written notice, pursuant to Section 22 of the Agreement, or replaced by a successor agreement. In the event that this Agreement is terminated and CLEC has any remaining Customers served under this Agreement, CLEC may convert to an equivalent alternative service at market-based wholesale rates.

Attachment 2 - Service Description - of the Agreement is hereby amended as follows:

1. Section 1 of Attachment 2 will have the following added:

1.6.7 Should CenturyLink cease offering a service to its End User Customers that is also available under this Agreement, upon thirty (30) Days prior written notice to CLEC, CenturyLink will also cease offering the service to CLEC. In the event that any existing services are terminated, CenturyLink and CLEC will agree on a mutually acceptable migration plan for any CLEC End User Customers.

2. Section 3.2.4 of Attachment 2 is replaced with the following:

3.2.4 115% YOY Volume Growth Plan: If the number of CLEC’s total CLSP lines as of October 31 of each year equals or exceeds 110% of the sum of CLEC’s total CLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than one thousand (1,000) CLSP lines, CLEC will qualify for a 30% discount off the Business Port MRCs and a 6% discount off the Residential Port MRCs applicable during the next calendar year.

3. by the addition of the following Sections 3.2.5 and 3.2.6 immediately after Section 3.2.4.

3.2.5 130% YOY Volume Growth Plan: If the number of CLEC’s total CLSP lines as of October 31 of each year equals or exceeds 130% of the sum of CLEC’s total CLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than four thousand one hundred (4,100) CLSP lines, CLEC will qualify for a 35% discount off of the Business Port MRCs and a 6% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.6 140% YOY Volume Growth Plan: If the number of CLEC’s total CLSP lines as of October 31 of each year equals or exceeds 140% of the sum of CLEC’s total CLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than seven thousand five hundred (7,500) CLSP lines, CLEC will qualify for a 40% discount off of the Business Port MRCs and a 6% discount off of the Residential Port MRCs applicable during the next calendar year.”

4. by the addition of the following Sections 3.3.1, 3.3.2, 3.3.3 and 3.3.4 immediately after Section 3.3.

3.3.1 The Parties agree that the 115% YOY Volume Growth Plan set forth in Section 3.2.4 will be the applied discount until the October 31 count is completed for purposes of determining discount eligibility for the following year, if any.

**EXTENSION AMENDMENT TO
CENTURYLINK™ LOCAL SERVICES PLATFORM (“CLSP™”) AGREEMENT**

3.3.2 **Early Discount.** If CLEC equals or exceeds the Volume Growth Plan level requirements set forth in Section 3.2.5 or Section 3.2.6 prior to the end of the yearly October 31 Volume Growth Plan measurement period, the discount set forth in such applicable Volume Growth Plan will be implemented in the month following the attainment of such Volume Growth Plan level (an “Early Discount”).

3.3.3 If CLEC attains an Early Discount, CLEC must maintain the minimum number of in-service CLSP lines required for such Early Discount. If such minimum number of in-service CLSP lines are not maintained until the yearly October 31 line count, CenturyLink may, at any time, reverse any Early Discount and modify CLEC to its otherwise applicable discount level, if any, which corresponds to CLEC’s attained Volume Growth Plan level (but not below the discount level set forth in Section 3.3.1). If CenturyLink modifies the Early Discount due to any failure of CLEC to maintain minimum line counts, no further Early Discount will be applied.

3.3.4 **CLSP Volumes.** For purposes of calculating CLEC’s total CLSP Volumes for each Volume Growth Plan period, CenturyLink will include all CLEC CLSP lines in service under this Agreement. If CLEC is involved in a merger or acquisition and the CLSP lines of such other merger or acquisition party are thereafter governed by this Agreement, the CLSP Volume calculation will be made as if those lines had always been governed by this Agreement such that the other party’s CLSP lines in service as of the beginning of a particular Volume Growth Plan period will not be treated as growth lines in the immediately succeeding Volume Growth Plan period.”

Further Amendments

Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unmodified and shall be in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both of the Parties hereto. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including by the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter of the Agreement, as amended, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter of the Agreement, as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

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| <p>Qwest Corporation dba CenturyLink QC:</p> <p>DocuSigned by: <i>Diane Roth</i></p> <p>By: _____ 786DEF6A149A455...</p> <p>Name: <u>Diane Roth</u></p> <p>Title: <u>Director – Wholesale Contracts</u></p> <p>Date: <u>2/10/2017</u></p> | <p>BullsEye Telecom, Inc.:</p> <p>DocuSigned by: <i>William H. Oberlin</i></p> <p>By: _____ 620F3091D25F4F7...</p> <p>Name: <u>William H. Oberlin</u></p> <p>Title: <u>CEO</u></p> <p>Date: <u>2/9/2017</u></p> |
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