

Offer Conditions

AGREEMENT FOR BUSINESS CONNECT BUNDLE

This is an Agreement between your Windstream local exchange provider (also referred to as “Company”), and you (also referred to as “Customer”).

Company agrees to provide and Customer agrees to purchase the Communication Services described below subject to the terms and conditions of this Agreement:

The Business Connect Bundle includes a one party business access line, a long distance plan, Caller ID, Call Forward, Repeat Dial, 3-Way Calling, Speed Call 30, Call Return, Enhanced Call Waiting, and Caller ID on Call Waiting and may or may not include Broadband. Voice Mail and Rotary Hunt are included with certain term agreements.

The price for this Service shall be set forth in Customer’s first bill, and such price shall be specifically incorporated as a term of this Agreement.

This Price for Life offer is for new customers or existing customers with business line only. Subject to availability. Price for Life pricing requires a one-year or three-year agreement.

Price Guarantees for Price for Life Customers: Covers the 1-year or 3-year rate (payable on a monthly basis) before taxes and fees. Guarantee is void and tariff or price list rates as applicable will apply if any bundled service or feature is disconnected or changed at any time. Guarantee may be void if Customer moves, even if move is within Company service locations. Offer is non-transferable. Customer’s failure to remit the total due for the Business Connect Bundle may result in disconnection of Customer’s bundle. Customer can revert to basic local service only by payment of past due amounts for basic local service. The Price for Life guarantees do not apply if Customer is disconnected involuntarily from its Business Connect Bundle for any violation of the Terms and Conditions contained herein and wants to reconnect. The Price for Life guarantees do not apply if Customer voluntarily disconnects from its Business Connect Bundle and wants to re-establish the service.

Prices for Non-Price for Life Customers: CUSTOMERS WHO TERMINATE THE PRICE FOR LIFE PLAN PRIOR TO THE EXPIRATION OF THE INITIAL 1-YEAR OR 3-YEAR TERM WILL NOT RECEIVE THE PRICE FOR LIFE RATES. \$200 early termination fee applies if service is disconnected prior to the termination of the 1-year or 3-year term. Customers may purchase basic local exchange service and any optional telephone feature on file in a schedule or tariff with the applicable state commission, separately at the price posted on Company’s web site or on file with the applicable state commission. Standard tariff rates are subject to the terms and conditions contained within the applicable tariffs.

Business Voice Bundle: 100-minute long-distance package: Features and long distance are shared across all lines, up to 10 lines. Some features may not be available in all areas. Long distance is intended for direct-dialed, one-plus business voice use only within the U.S. and its select territories. After the first 100 minutes, additional long-distance usage will be billed in 100-minute increments at a charge of \$5 each. Minutes don’t carry over from month to month and are shared across all lines.



Additional charges may apply for directory assistance, calling cards, and collect, operator or toll-free calls. **Unlimited long-distance package:** Price for primary line only. Available on additional lines for \$20 per month. If usage is inconsistent with typical business voice usage, Windstream may (1) charge 10 cents per minute for each call that violates this policy and/or (2) restrict use or convert plan to Windstream 10. Examples of non-business voice usage available at windstream.com/bizdisclaimer. Usage may be monitored for compliance/abnormal usage and the customer may be required to demonstrate compliance with these restrictions where monitoring indicates non-compliance.

Business Internet and Voice Bundles: 100-minute long-distance package: Features and long distance are shared across all lines, up to 10 lines. Some features may not be available in all areas. Long distance is intended for direct-dialed, one-plus business voice use only within the U.S. and its select territories. After the first 100 minutes, additional long-distance usage will be billed in 100-minute increments at a charge of \$5 each. Minutes don't carry over from month to month and are shared across all lines. Additional charges may apply for directory assistance, calling cards, and collect, operator or toll-free calls. **Unlimited long-distance package:** Price for primary line only. Available on additional lines for \$20 per month. If usage is inconsistent with typical business voice usage, Windstream may (1) charge 10 cents per minute for each call that violates this policy and/or (2) restrict use or convert plan to Windstream 10. Examples of non-business voice usage available at windstream.com/bizdisclaimer. Usage may be monitored for compliance/abnormal usage and the customer may be required to demonstrate compliance with these restrictions where monitoring indicates non-compliance. **Business Internet:** Speeds are distance-sensitive and availability varies by address. Windstream cannot guarantee speeds or uninterrupted, error-free service. Free Modem: Available after \$49.99 instant credit and \$50 mail-in rebate. A \$14.99 shipping and handling fee applies. Early termination fee may apply. Free Professional Installation: Wired modem/gateway installation available on only one computer per business. Satisfaction Guarantee: If customer cancels within the first 30 days, first month fee will be refunded and cancellation fee will be waived. Modem equipment must be returned upon termination. Shipping and handling fees are non-refundable. **McAfee Security:** \$3.99 monthly fee applies after three-month promotional period. Monthly fee covers up to three computers. **Online Backup:** Requires Windstream High-Speed Internet service. 5GB monthly service fee applies after three-month promotional period. Does not support operation with stand-alone or network servers. Subject to system requirements, available at windstream.net. **Web Hosting:** Windstream will not host any Web space material that is offensive, inappropriate, suspected to be illegal, or in violation of U.S. copyright and trademark law.

Additional Information: Credit approval required. Taxes, fees and other charges, including Universal Service Fund, apply. Windstream reserves the right to alter or discontinue this plan at any time. Other conditions may apply. Subject to Windstream Terms and Conditions herein. Windstream and the Windstream logo are registered service marks of Windstream Corporation. ©2009 Windstream Corporation

Included as part of this Agreement are the following TERMS AND CONDITIONS:

TERMS AND CONDITIONS FOR BUSINESS CONNECT BUNDLE

Term: This Agreement is binding. The duration (or “Term”) of each Service is specified on the Service Schedule and begins on the date that the Service is installed and available for use. If no Term is specified, the Term is for one year. When a Service Term expires, Service will be provided pursuant to the Price for Life terms and conditions set forth herein. Customers who are no longer Price for Life customers will have a month to month Term at Company’s existing tariffed rates or prevailing price lists in the absence of a tariff, If Company is required to file this Agreement with a governmental authority, the Agreement is effective on the earlier of the date specified herein or approved by the authority.

Acceptance: Customer accepts this Agreement when Customer does any of the following: (a) gives us Customer’s written or electronic signature, (b) tells Company orally or electronically that Customer accepts (i.e., by clicking the “I Accept” button for on-line purchases or account changes), or (c) uses or attempts to use any of the Equipment or Services. If Customer has never used the Services before and does not wish to be bound by these Terms and Conditions, Customer should not begin using the Services or Equipment and should notify Company immediately. By accepting this Agreement, Customer acknowledges that Customer is eighteen years of age or older, is competent to enter into a contract with Company, and is authorized to purchase new services or make changes to an existing account.

Termination By Customer: If Customer terminates a Service before the Term expires, then Customer will be required to pay early termination fee of \$200. Customer also will be responsible for all outstanding charges for Services Customer used prior to termination. If Customer received a bundled rate for multiple Services and Customer unbundles, terminates, or disconnects any of the Services, then the rate for Customer’s remaining Service will be adjusted to the non-bundled rate. If Customer changes the service address or the location of Service, then Company may terminate the affected Service.

Charges for Services: Customer is responsible for paying all charges that apply to the Service, including items such as features, installation, repair, restocking, long distance, and directory or operator assistance. Customer also is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of the Service.

ULD Disclaimer: This plan is for direct dialed one-plus business voice use only and cannot be used for auto-dialing (including automatic outbound dialing systems or call distribution systems), broadcast fax, long distance internet or intranet access, softphones or data devices, transcript services, telemarketing, multi-party conferencing calling (excluding 3-way calls), party lines, chat lines, adult entertainment lines, calls to 900, 700 and 976 numbers, ISDN services, public telephone services, call center and certain switching applications.

Additional charges apply for directory assistance, calling cards, collect calls, operator services, international calling and/or toll-free calling services.

Usage may be monitored for compliance/abnormal usage and the customer may be required to demonstrate compliance with these restrictions where monitoring indicates non-compliance. If the company determines that usage is not consistent with typical business voice service, including excessive usage, the Company may immediately restrict use or change the customer’s long distance plan to an alternative plan.

Termination By Company: The following actions will have negative consequences to Customer's Service: (a) Customer does not honor this Agreement; or (b) Customer uses the Service in an adverse manner; or (c) Others use the Service fraudulently or unlawfully while on Customer's premises or while the Service is under Customer's control; or (d) Customer or others use the Service in an excessive, abusive, or unreasonable manner that is not customary for the type of Service; or (e) Customer resells any Service; or (f) Customer uses the Service to aggregate other persons' traffic. In any of these instances, Company will limit, interrupt, or terminate Service and may restore Service if Customer corrects the violation and pays all outstanding amounts owed including restoration charges.

Delivery and Installation: Company will deliver and install the Service or Equipment in accordance with Company's standard practices and requirements. Customer is responsible for providing an environment that is suitable for the Service or Equipment and for all delivery and installation costs incurred by Company.

Billing Information: Customer will provide Company with the correct address to obtain Service, and Customer acknowledges that Company is relying on this information to determine which taxes, fees, or surcharges apply to Service. Customer will notify Company if Customer's address changes. If Customer does not provide a valid address, Customer will be responsible for any additional taxes, fees, or surcharges for Services that result from Customer's error.

Billing and Payments: Company will bill Customer monthly for the Service, and Customer will pay the charges in full either on the due date indicated on the bill or within 30 days of the date on the bill. All Services and other recurring charges are billed one month in advance, and Company will not prorate charges or provide Customer a credit for any partial periods if Customer terminates its service on a date prior to the last day of Customer's billing cycle.

If Customer authorizes payment of Service by credit card or debit, then Company will not obtain further consent or provide additional notice before invoicing the credit card or debit for all amounts due and owing. Company may accept late payments, partial payments or any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer or to terminate this Agreement. Customer will be responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid balance.

Late Payments: If Company does not receive any portion of Customer's payment when it is due or if Company receives any portion of Customer's payment in funds that are not immediately available, then Company will assess a late payment penalty. Company will add the late payment penalty to the other amounts Customer owes and will calculate the late payment penalty as the total amount Customer owes times .000590 per day, compounded daily for the number of days from the payment date to and including the date actually received in immediately available funds, or the maximum lawful rate allowable by law.

Disputed Bills: Customer agrees that Customer has a responsibility to review bills in a timely manner and that Customer may dispute any portion of a bill in good faith. To dispute a bill, Customer must deliver to Company in writing the specific basis for the dispute within 30 days after the date on the bill.

If Customer complies with this dispute process, Customer may withhold disputed amounts from Company until the dispute is resolved but is responsible for paying Company for all other undisputed charges. Customer agrees that Company denies and Customer waives automatically any dispute that is not filed until one year or later after the date of issuance of the applicable bill or invoice.

Contracting Parties: Customer and Company agree that each has the right to address billing and other payment issues that may arise under this Agreement directly with the other party. Company has the right to refuse to address billing and other payment issues through a consultant or external party representative designated by Customer and to address such issues directly with Customer.

Credits And Deposits: Customer authorizes Company to ask credit-reporting agencies for credit information about Customer. Company may require Customer to submit an initial security deposit and an additional deposit if Customer increases Services or Customer's credit rating changes. Simple interest will be paid on the cash deposit for the period Company holds deposit and will be refunded if satisfactory credit has been established or upon termination of Service. Company at its discretion may apply the deposit to any amount due and unpaid and may require a guarantee of payment by an individual or entity approved by Company.

Personal Identifiers: Personal identifiers are a means through which Company provides and invoices Customer for Service, and they include telephone numbers and e-mail addresses. It is not Company's policy to change arbitrarily personal identifiers, although Company may be required by a governmental authority, regulation, or otherwise to change personal identifiers. Customer understands that personal identifiers are not Customer's property. (For example, in the case of an area code split, Company may be required to change Customer's area code.) Company may change personal identifiers upon reasonable notice, including notice of any associated transfer charges or fees.

Other Service Charges: All Service charges not addressed in this Agreement will be charged in accordance with Company's tariffs or price lists established by Company in the absence of tariffs.

Advertising or Publicity: Neither Customer nor Company will use the others party's name, marks or trade names in any publicity, releases or advertisements without first securing the other party's written approval from an authorized representative.

Software License: To the extent that any Services or Equipment contains any licensed software, Customer will use the software solely in connection with the proper and lawful use of the Services or Equipment.

Risk of Loss: Once Services or Equipment is delivered to Customer, then Customer bears the risk of loss of the Services or Equipment.

Privacy and Customer Proprietary Network Information: Customer understands that Company may monitor and record Customer's communications to Company regarding Customer's account, Services or Equipment and for quality assurance. Company may release information it has about Customer and Customer's account when Company is reasonably required by law to do so and if necessary for the

purpose of assisting Company in providing Service to Customer or if Company reasonably believes that an emergency exists. Company may analyze Customer's account and usage information and share this information with Company's affiliates to communicate with Customer regarding services or equipment that may become available. Customer may notify Company if Customer does not want Company to provide such information to other Company affiliates for this purpose.

Theft and Fraud: Company is not responsible or liable if Service is lost, stolen or misused. Customer will indemnify and hold harmless Company for all usage, charges, and liability incurred before Company receives notice from Customer of such loss, misuse, or theft. Customer is responsible for taking security measures to safeguard Equipment and Services and agrees that Company is not liable for fraudulent use of Equipment or Services caused by Customer not taking such measures. Customer will cooperate in the investigation of fraud or theft and provide such information that Company may request reasonably (including affidavits and police reports).

Limitation of Liability: COMPANY LIABILITY FOR SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S PRORATED MONTHLY RECURRING CHARGE FOR SERVICES DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATED CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEY'S FEES. COMPANY WILL NOT BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES OR EQUIPMENT, AND CUSTOMER ACKNOWLEDGES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. THIS SECTION SURVIVES AND CONTINUES AFTER THIS AGREEMENT ENDS.

Disclaimer of Warranties: SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION. COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. THIS SECTION SURVIVES AND CONTINUES AFTER THIS AGREEMENT ENDS.

Emergency Services or 911 Access: CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES, CUSTOMER PREMISE EQUIPMENT, AND SERVICE CONFIGURATIONS MAY NOT PROVIDE ACCESS TO 911 SERVICES OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 SERVICES IN AN EMERGENCY. Examples include voice over Internet protocol, Centrex, and private branch exchange. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services or Equipment, Customer assumes all responsibility and risk of harm, loss, or damage

in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

Applicable Law: This Agreement and the provision of Services and Equipment are subject to the laws of the state in which the Service and Equipment are provided to Customer and any applicable federal law or Company tariff. Where this Agreement covers Services or Equipment in multiple states, then this Agreement and the provision of Services and Equipment are subject to the laws of the State of Delaware.

Assignment: Company may assign this Agreement to an affiliate or acquirer of all or substantially all of Company's assets without any advance consent from Customer. Customer may not assign its rights and obligations under this Agreement without Company's consent, which will not be unreasonably withheld, conditioned, or delayed.

No Waiver; Severability: If Company does not enforce any right or remedy available under this Agreement, that failure is not a waiver of its rights or remedies. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in force.

Third Parties: This Agreement is for the benefit of Customer and Company only, and not any third party.

Confidentiality: Except in those instances where this Agreement is required to be filed with a governmental authority, Customer and Company agree that this Agreement together with its attachments and Service Schedules contains proprietary and confidential information and shall not be disclosed publicly to any third party.

Entire Agreement: This Agreement, including the attached schedules, is the entire Agreement between Customer and Company and may be amended only in writing, signed by Customer and an authorized Company representative. This Agreement supersedes any and all statements or promises made to Customer by any Company employee or agent.