

CUSTOMER SERVICE AGREEMENT

<input type="checkbox"/> New Customer	Customer Name:		
	Address for service:		
<input type="checkbox"/> Existing Customer	City:	State:	Zip:
	Services to be provided at above location unless different address indicated on Proposal(s) attached hereto. If CSA covers services at multiple locations, Proposal for each location must be attached.		

This Customer Service Agreement (“CSA”) is made by and between Windstream NuVox, Inc., a Delaware corporation, and its affiliates (“Company”) having its principal place of business at 4001 Rodney Parham Rd., Little Rock, AR 72212 and the customer (“Customer”):

1. Services to be Provided; Proposal(s). Company agrees to provide and Customer agrees to purchase the Services and equipment (“Services”) described on the Proposal(s) and/or set forth in Company’s Terms and Conditions or Tariffs, each incorporated by reference. The Proposal(s) expire thirty (30) days from their creation date except that such Proposal(s) shall be extended if signed by Company after their expiration date(s). The Proposal(s) may not include certain taxes, surcharges, assessments, and/or fees that are based on Company’s Tariffs, price lists and/or other federal, state and local taxes, fees, assessments, and surcharges imposed by Company or any governmental authority (collectively, “Fees”). Customer shall pay all such Fees unless Customer signs a tax exemption certificate proving that it is exempt from same within thirty (30) days of execution of this CSA. Company’s commitment to provide Services is subject to approval of Customer’s credit, approval of the suitability of Customer’s premises, and receipt of all paperwork. Customer acknowledges and agrees that it will not use the Services for its own end users and/or customers as a provider of any sort, telecommunications or otherwise.

2. Term of CSA; Renewal; Termination; Termination Fees. This CSA shall become effective on the date it is signed by Company and shall continue for the Term Commitment set forth in the Proposal(s) until replaced with a new CSA or terminated pursuant to the terms of this CSA. If this is Customer’s first installation of Company Services at the applicable location(s), the Term Commitment for such location(s) shall begin on the date Services commence (the “Installation Date”). Supplemental requests for changes are subject to applicable fees and charges, and may affect the actual Installation Date. If Customer currently receives Services from Company, any rate or Service changes (“Changes”) will become effective at the start of next bill cycle after Changes have been made, which could be at least two billing cycles from the effective date of this CSA. The Term Commitment for Changes shall commence on the date of the bill cycle on which the billing or Service changes appear. Upon expiration of the Term Commitment for a location, this CSA shall renew automatically for successive one (1) year renewal terms (each, a “renewal term”) until terminated or cancelled pursuant to the terms hereof.

Either party may terminate this CSA by providing at least thirty (30) days written notice to the other party prior to the end of the initial Term Commitment or a renewal term or if the other party is in default of any material provision hereof and such default is not cured within thirty (30) days after the non-defaulting party gives the defaulting party written notice. Customer’s right to terminate for cause shall be limited to termination of the Services at the affected location(s) only. Any Customer notice must be sent via first class certified mail, return receipt requested, to: Company., P.O. Box 6068, Greenville, SC 29606, ATTN: Customer Care. Company may cancel Google services at any time on thirty days notice and, at its option, may either terminate the Google services altogether or move Customer to another similar platform. In the event Company terminates the Google services or in the event that Customer downgrades or cancels its Google services, Customer is solely responsible for downloading all its information to its computer within thirty (30) days. If Customer terminates this CSA following its execution but prior to the installation of Services, Customer shall pay Company a Cancellation Charge of \$1000 per T1 or T1 equivalent or \$250 per DSL line (BizPac). *CUSTOMER’S RATES AND OTHER APPLICABLE DISCOUNTS ARE BASED UPON CUSTOMER’S COMMITMENT TO PURCHASE SERVICES FOR THE TERM COMMITMENT OR RENEWAL TERM. IF CUSTOMER TERMINATES THIS CSA AND/OR ANY SERVICES AT A LOCATION PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM FOR SUCH LOCATION (OTHER THAN AS PROVIDED ABOVE), OR IF COMPANY TERMINATES THIS CSA PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM DUE TO CUSTOMER’S MATERIAL BREACH, CUSTOMER AGREES TO PAY TO COMPANY, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AN AMOUNT EQUAL TO THE MONTHLY RECURRING CHARGES (“MRC”) MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM. CUSTOMER AGREES THAT THE ACTUAL DAMAGE TO COMPANY IS DIFFICULT TO ASCERTAIN AND THAT THE AMOUNTS FIXED FOR LIQUIDATED DAMAGES ARE A REASONABLE ESTIMATE OF THE ACTUAL REDUCTION IN THE VALUE OF THIS CSA THAT COMPANY WILL SUSTAIN.*

3. Customer Relocation. Customer agrees to provide sixty (60) days advance notice to Company if Customer will move Services to a different location and Customer will incur installation charges for the new location based on the months of active service, as follows: \$2000 for 0-6 months, \$1250 for 7-12 months, \$1000 for 13-18 months, \$750 for 19-24 months, and \$250 after 24 months. Customer will be required to enter into new CSA for such new location or Company will apply the liquidated damages set forth in Section 2 for the terminated location. Charges could apply and monthly fees may be affected. Company does not provide Services beyond specific service boundaries and if Customer moves beyond such boundaries, Company will apply the liquidated damages set forth in Section 2.

4. Documents Incorporated by Reference; Commission Oversight. *COMPANY’S SERVICES ARE SUBJECT TO AND THIS CSA INCORPORATES: (I) FOR BOTH REGULATED AND UNREGULATED SERVICES, THE TERMS AND CONDITIONS OF THE TARIFFS WHERE CUSTOMER RECEIVES THE SERVICES OR, IF NO TARIFFS ARE FILED, COMPANY’S SOUTH CAROLINA TARIFFS; (II)*

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Company except pursuant to a written agreement.

Customer Initials

FOR REGULATED AND UNREGULATED SERVICES PROVIDED IN DETARIFFED JURISDICTIONS OR IN THE EVENT SOUTH CAROLINA IS DETARIFFED, THE "TERMS AND CONDITIONS" APPLICABLE TO THE TYPES OF SERVICES CUSTOMER OBTAINS FROM COMPANY (I.E., DOMESTIC LONG DISTANCE) AND THE NORTH CAROLINA TERMS AND CONDITIONS POSTED AT http://www.business.windstream.com/ResourceCenter/Legal/NC_Terms-Conditions_WINNU_3-2010.pdf; (III) FOR DATA AND INTERNET SERVICES, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www.business.windstream.com/Legal/acceptableUse.htm> AND THE "PRIVACY POLICY" POSTED AT <http://www.business.windstream.com/Legal/privacyPolicy.htm>; AND (IV) IF COMPANY IS RECEIVING TRAFFIC FROM CUSTOMER THAT ORIGINATES FROM A LOCATION OTHER THAN THE LOCAL CALLING AREA ASSOCIATED WITH CUSTOMER'S SERVICE LOCATION, THE "ISDN-PRI TERMS AND CONDITIONS OF SERVICE" POSTED AT http://www.business.windstream.com/ResourceCenter/Legal/ISDN-PRI_terms_and_conditions.pdf; (WHETHER SERVICES ARE PROVIDED VIA ISDN-PRI OR ANOTHER FACILITY). IF CUSTOMER SUBSCRIBES TO BUSINESS APPS OR OTHER GOOGLE-RELATED SERVICES, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE "GOOGLE APPS PREMIER EDITION LICENSE" ("GOOGLE LICENSE") POSTED AT http://www.business.windstream.com/ResourceCenter/Legal/Google_Apps_License_02-06-09.pdf; PRIOR TO USING THE RELEVANT GOOGLE APPS; THEREFORE, CUSTOMER REPRESENTS THAT AN EMPLOYEE WHO SIGNS THIS AGREEMENT AND/OR THE GOOGLE LICENSE HAS THE EXPRESS AUTHORITY TO LEGALLY BIND THE CUSTOMER AND EXECUTE AGREEMENTS ON ITS BEHALF AND CUSTOMER CONSENTS TO EXECUTE THE AGREEMENT AND COMMUNICATE WITH COMPANY BY ELECTRONIC TRANSMISSION. CUSTOMER'S INITIAL AND CONTINUED USE OF THE SERVICES IS SUBJECT TO CUSTOMER'S AGREEMENT TO ALL OF THE DOCUMENTS REFERRED TO HEREIN, AS THEY MAY CHANGE FROM TIME TO TIME. In the event of any conflict between the provisions of this CSA and the Tariffs and/or the "Terms and Conditions," the provisions of the Tariffs or the Google Apps Premier Edition License shall control followed by the "Terms and Conditions" and then this CSA. For regulated services, any claim or dispute by Customer must be referred to the applicable regulatory agency.

5. Rates and Charges; Changes; Billing. Customer shall pay to Company charges for the Services and applicable equipment on a monthly basis, payable on receipt of the invoice notice, as set forth in the Proposal(s) ("Monthly Recurring Charges" or "MRC") or the applicable Tariff or, where a Tariff is not applicable, then as such charges may appear in Company's Terms and Conditions. In any given month during which Customer's actual usage at a location falls below the MMC for such location, Customer nonetheless shall pay the MMC. *COMPANY RESERVES THE RIGHT TO INCREASE OR DECREASE MRCS ON AT LEAST THIRTY (30) DAYS NOTICE AND OTHER RATES AT ANY TIME.* Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) thirty (30) days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent). Customer shall pay all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees. Upon request, Customer can choose a paper bill containing detailed usage and charges delivered via regular mail for a monthly charge (if applicable).

6. Disconnection of Current Services; Special Construction; Third Party Charges; Company-Provided Equipment. Customer is solely responsible for disconnecting services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the Demarcation Point or undertake special construction for Customer. Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services. Company shall have no responsibility for maintenance or repair of same. Internet Services require properly configured peer-to-peer or client/server Ethernet network capable of connecting to a router at 10BaseT. Any equipment installed by Company on Customer's premises (such as the CSU/DSU, Channel Bank and router, if applicable) shall remain at all times the property of Company and shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within thirty (30) days after Customer terminates Services with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.

7. Disclaimer of Warranties; Limitation of Liability. *FOR PURPOSES OF THIS SECTION, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS AND/OR ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS AND ALL WARRANTIES ARE HEREBY DISCLAIMED. THE LIABILITY OF COMPANY FOR SERVICE ISSUES AND/OR INTERRUPTIONS OR IN JURISDICTIONS THAT PROHIBIT DISCLAIMERS SHALL BE LIMITED TO CREDITS FOR INTERRUPTED SERVICES, IF ANY, IN ACCORDANCE WITH COMPANY'S THEN-CURRENT CREDIT POLICY. IN NO EVENT SHALL COMPANY BE LIABLE FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), WHETHER IN A CLAIM OR AN ACTION BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONTRACT, STRICT LIABILITY OR*



ANY OTHER THEORY (COLLECTIVELY "CAUSES OF ACTION"), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

8. Critical Lines. Because many lines can cease operating during a power outage, Customer should have a NetPlus or copper line for elevator, alarm, E911 and other critical functions.

9. Entire CSA; Modification. This CSA, incorporated documents (collectively, the "CSA") and any other documents required by Company to provide the Services constitute the entire agreement between the parties and there are no other verbal statements, representations, or warranties not embodied herein. This CSA and all changes to its terms and conditions must be in writing and signed by a Manager or Director on behalf of Company. Hand-written or typed changes to the terms and conditions of this CSA are strictly prohibited and will not be binding on Company. This CSA shall in all respects be governed by and construed in accordance with the laws of Delaware, without regard to its choice of law rules. Customer may not assign this CSA without the written consent of Company. If any part of this CSA is unenforceable, the rights and obligations of the parties shall be construed as if a commercially reasonable provision had been substituted, consistent with law and the parties' undertakings.

10. International Unblocking. If Customer has access to Company international calling, Customer is subject to Company's web-posted Terms and Conditions for International Telecommunications Services. Customer and not Company is responsible for securing its customer premises equipment and Customer shall be liable for all charges associated with the customer premises, calling card(s) and/or access numbers, regardless of whether such use (i) is authorized by Customer management, or (ii) involves fraudulent activity. CUSTOMER AUTHORIZES COMPANY TO MONITOR AND RECORD ORAL COMMUNICATIONS WITH COMPANY PERSONNEL REGARDING CUSTOMER'S ACCOUNT OR THE SERVICES FOR THE PURPOSE OF SERVICE QUALITY ASSURANCE. CUSTOMER AGREES THAT COMPANY MAY SEND EMAIL MESSAGES CONCERNING PRODUCTS AND SERVICES.

CUSTOMER		WINDSTREAM NUVOX, INC.	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____