

TERMS AND CONDITIONS FOR SERVICES AND/OR EQUIPMENT PROVIDED BY WINDSTREAM

1. Definitions

"You" means the person or entity that newly subscribes or makes changes to Services or purchases or leases Equipment and anyone who accesses the Services and Equipment provided to you.

"We", "us", "our", and "Windstream" refer to Windstream Communications, Inc., and its subsidiaries and affiliates.

"Service(s)" refer to any new services or changes to services you have agreed to obtain from us.

"Equipment" means any equipment or accessories you purchase or lease from us or those provided by us for use in any manner in connection with your Services.

"Service Order" means the form (whether paper or electronic, including on-line order forms) on which you apply for or make changes to Services and may include the length of time you will subscribe to a Service, rate plans, access charges, fees, taxes and surcharges, choice of long distance carrier, and the Equipment you have selected.

"Agreement" includes, in this order of priority: 1) any applicable tariff or price lists; 2) the product-specific Terms and Conditions; 3) the Service Order or other ordering document; 4) these Terms and Conditions ("Terms"). You may obtain a copy of these Terms and any product-specific Terms and Conditions by visiting www.windstream.com or by calling a service representative at 877-807-9463. This Agreement supersedes any and all statements or promises made to you by any of our employees or agents.

2. Acceptance

You accept this Agreement when you do any of the following: (a) give us your written or electronic signature, (b) tell us orally or electronically that you accept (i.e., by clicking the "I Accept" button for on-line purchases or account changes), or (c) use any of the Equipment or Services. If you have never used the Services before and do not wish to be bound by this Agreement, do not begin using the Services or Equipment and notify us immediately. By accepting this Agreement, you acknowledge that you are eighteen (18) years of age or older, are competent to enter into a contract with us, and are authorized to purchase new services or make changes to an existing account.

3. Lifetime Price Guarantee: Certain Services are subject to a Lifetime Price Guarantee ("Guarantee"), as

advertised by Windstream; however, in addition to the Agreement set forth herein, the following conditions apply to this Guarantee:

a. The Guarantee only applies to Services that are part of a bundle, and not a stand-alone service. You must subscribe to at least one new bundle service that includes select High-Speed Internet, select Phone services OR select DISH programming.

b. Any package that includes DISH is subject to Windstream continuing its relationship with DISH. If such relationship ends for any reason, Guarantee bundles that include DISH may be terminated by Windstream at its discretion. Additionally, channels available to customer as part of DISH programming are subject to change without notice and customer is not guaranteed any particular channel or number of channels. A Dish activation fee may apply. If Dish service is terminated before the end of any commitment, a cancellation fee of \$17.50 multiplied by the number of months remaining in the commitment will apply.

c. The Guarantee is void if you move, make any changes to your Services, disconnect, if you are disconnected by Windstream, or if any portion of your account balance becomes past due.

d. If you order additional services and equipment including, but not limited to HD or DVR receivers, additional charges apply.

e. The Guarantee does not include current or future taxes, fees and other charges.

4. Term and Termination by You

Fixed Term. You agree to subscribe to the Services for the length of time identified on the Service Order. The Services you receive after the end of the term will be provided on a month-to-month basis subject to the Agreement. If you subscribe to a Service for a fixed term and you terminate that Service before the expiration of the fixed term, you will be required to pay an early cancellation fee as specified on your Service Order or in any product-specific Terms and Conditions. If there is no early cancellation fee specified on your Service Order or product-specific Terms and Conditions, then you will be required to pay the number of months remaining in the term multiplied by the monthly recurring charges. In addition, you remain liable for payment of all outstanding charges for all Services you used and Equipment you purchased from us prior to termination. You will be charged for the full last month of Service with no proration or credit if you terminate Service prior to the last day of your billing cycle.

Month-to-Month Term. If no length of time is identified on the Service Order, then the term is month-to-month and you may terminate at any time by notifying us. You remain liable for payment of all outstanding charges for all Services you used and Equipment you purchased from us prior to termination and you will be charged for the full last month of Service with no proration or credit if you terminate Service prior to the last day of your billing cycle.

Bundled Services. If you receive bundled Services and you subsequently unbundle, terminate, or disconnect any of these Services, or we disconnect any of the Services, we may adjust the rates for the remaining Service(s) to the current price.

Change in Location. A change in your service address or the location to which any Service is provided to you may constitute, at our sole discretion, termination of the Services or result in an increase in the prices you must pay for the Services.

Number Portability. A request by you to port your number will be deemed a request by you to terminate your Agreement.

5. Termination by Us

We may limit, interrupt, terminate or refuse to provide a Service if you: (a) do not honor any provision of this Agreement, including payment for Services; (b) use a Service in a manner that adversely affects other customers or harasses them, our employees, or others; (c) use Service to engage in fraud or unlawful conduct or are suspected of doing so; (d) modify your phone or any software residing thereon from the original manufacturer specifications, including for the purpose of accessing non-Windstream services; (e) Service is used in a manner that is excessive or unreasonable with respect to volume or length of calls when compared to the predominant volume or length of call of other customers on a similar rate plan or in your geographic area; (f) resell any Service. We may restore such interrupted or terminated Service, in our sole discretion, following your correction of the violation and payment of any amounts due, including any restoration charge we assess for restoring your Service.

6. Charges for Services and Equipment

You are responsible for paying all charges applicable to your Equipment and Service provided to you, including: access charges, features, toll, long distance, and directory assistance, and any other usage-based charges. In addition to the monthly recurring and usage-based charges, taxes, fees, surcharges, assessments and other charges apply to all Services and Equipment, including how those may change in the future. We reserve the right to back-bill you for Services actually used but not previously billed, but we will not back-bill in excess of the time frame permitted by any applicable public service commission regulations.

7. Billing and Payments

Applicable taxes, fees and surcharges may not be reflected in the Service Order, but will appear on your Windstream bill. All Service and other recurring charges are billed one month in advance and we will not prorate charges or provide you a credit for any partial periods if you terminate your service on a date prior to the last day of your billing cycle. We will bill you monthly for all charges associated with the Services, and we will invoice you for all charges associated with Equipment. Payment in full is due no later than the due date indicated on your bill. If you have authorized payment for Services or Equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us for any reason. We may accept late payments, partial payments or any payments marked as being "payment in full" or as a settlement of any dispute without losing any of our rights under this Agreement. You agree to pay costs and fees we incur to collect an unpaid balance from you.

8. Address Information Provided by You

To determine whether certain taxes, fees and surcharges are applicable to Service provided to you, we are required by federal law to obtain your street address, which must be within our service area. You represent and warrant that the address you provide us to obtain Service is correct, and you acknowledge that we are relying on this information to determine which taxes, fees or surcharges are applicable to you Service. You agree to notify us if your address changes. In the event you do not provide us with a valid address or address change, you understand and agree that you may be responsible for additional taxes, fees or surcharges and penalties associated with failure to pay taxes based on the proper address, and we may terminate your Service.

9. Disputed Bills

You must review bills in a timely manner. You may dispute any portion of a bill in good faith but must continue to pay the undisputed portion while your dispute is investigated. To dispute a bill, you must deliver to us in writing the specific basis for the dispute within thirty (30) days after the date on the bill. We deny and you waive automatically any dispute that is not filed until one year or later after the date of issuance of the applicable bill, unless the period of time is longer pursuant to public service commission regulations in the state where you reside.

10. Credits and Deposits

You authorize us to ask credit-reporting agencies for credit information about you and our agreement to provide you Services and Equipment is subject to credit approval. We may, in our discretion, require you to submit a deposit as security for payment of charges. An additional deposit may be required if either the amount or number of Services is increased or your credit rating changes. Simple interest will be paid on the cash deposit for the period it is held by us and will be refunded if satisfactory credit has been established or upon termination of service (if no balance is due). We reserve the right to apply the deposit to any amount due and unpaid. We may require a guarantee of payment by an individual or entity approved by us.

11. Internet

Speeds are distance-sensitive and availability by address varies. Windstream strives to provision the line up to the maximum speed required to support the qualified and subscribed Service. Actual throughput speed will vary based on factors such as the condition of wiring inside a specific location; computer configuration; network or Internet congestion; and the server speed of the Web sites accessed, among other factors. Windstream cannot guarantee speeds or uninterrupted, error-free service. If you use any of the Services to access the Internet, you agree to abide by our Acceptable Use Policy at <http://www2.windstream.net/customersupport/usersguide/accept/accept.html>. The Acceptable Use Policy generally provides that you may not use our Internet Service to (1) engage in illegal activity, (2) violate the network policies of any network accessed through our Service or (3) engage in any activity that interferes with other Internet users' use and enjoyment of the Internet or our Service, including but not limited to spamming. If you cancel your Internet service within the first 30 days, your first month's high-speed Internet charges will be refunded. Equipment fees will be refunded if modem is returned upon cancellation. Shipping and Handling fees are non-refundable.

12. Personal Identifiers

We assign telephone numbers, e-mail addresses and other personal identifiers in connection with the Services. Unless we provide you advance notice, you have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. In the event that you become entitled to transfer a personal identifier to another party to obtain any Services we provide you, we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services or Equipment.

13. Services Provided by Third Parties

The Services will be provided either by us or by our third party vendors or contractors. We reserve the right to change or modify the source of any Services provided to you without notice.

14. Access to Third Party Services

You agree that the telephone or service line on which your Service is activated may not be used to access any third-party services equivalent to Services provided, or Services made available by us, even if you declined to purchase such Services from us. Your telephone or service line contains programming designed to enable access to Windstream Services only. Using any manual or electronic means to circumvent any restrictions placed on your telephone or service line to modify without authorization any programming supplied by us is a violation of your Agreement.

15. Privacy and Customer Proprietary Network Information

Your use of the Services and Equipment is subject to the Windstream Privacy Policy posted at <http://www.windstream.com/privacy.aspx>. You authorize us to monitor and record communications to us regarding your account or the Services for purposes of quality assurance. For on-line orders, we may implement reasonable procedures, including but not limited to, validating information provided by you or restricting the amount of equipment and services purchases on-line by a single customer. Windstream reserves the right to cancel or reject on-line orders at any time for security reasons or privacy concerns.

We will not give you notice of any subpoenas or court or administrative orders related to your account, IP address, contact information or use of Services unless required by law. Information in our billing and customer care systems concerning your account and your use of Services belongs to us, and you have no expectation of privacy with respect to such information. You agree that we may release information we have about you when required to do so by law, to provide to third parties solely for the purpose of assisting us in providing any Service to you, or if we reasonably believe that any emergency involving immediate harm to a person or property, including our property, requires disclosure.

We may analyze your account and usage information and share this information with other Windstream entities to communicate with you regarding Equipment or Services that may become available to you. If you do not want us to provide your information to other Windstream entities for this purpose, please notify us.

To provide Services to you, we maintain certain customer proprietary network information, or CPNI, that includes the types of services that you currently have or have purchased how you use the services, and billing information for the services. When you view your account information or shop for products/services on-line, you agree that we may display your CPNI on-line to fill orders or allow you to make account changes. For additional information about CPNI, please refer to our Privacy Policy at <http://www.windstream.com/privacy.aspx>.

16. Use of Unlimited Long Distance

Unlimited Long Distance may not be used for business use (includes faxing), telemarketing, auto-dialing, multi-party conferences, party or chat lines, adult entertainment lines, 900 and 976 numbers, Internet access, or voicemail/information services access. Windstream reserves the right to further restrict usage depending on the type of call made. If usage is inconsistent with residential voice calling, Windstream may: (1) charge 10 cents per minute for each call that violates this policy; (2) restrict use or convert you to another plan; and/or (3) void any applicable price guarantee.

17. Theft and Fraud

If your Service or Equipment is lost or stolen or fraudulently used, then you are responsible for all usage incurred before we receive notice from you of such loss or theft. If we choose to pursue investigation or prosecution of the loss or theft, you agree to cooperate in the investigation of fraud or theft and to provide us with such information and documentation as we may request (including affidavits and police reports).

18. LIMITATION OF LIABILITY. IN THE EVENT WE ARE FOUND TO BE RESPONSIBLE TO YOU FOR DAMAGES IN ANY WAY RELATING TO THE SERVICES OR EQUIPMENT, YOU AGREE THAT OUR LIABILITY TO YOU WILL NOT EXCEED YOUR PRO-RATED MONTHLY RECURRING CHARGE FOR SERVICES DURING THE PERIOD IN WHICH YOU INCUR SUCH DAMAGES. WE ARE NOT LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOT PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEY'S FEES.

19. DISCLAIMER OF WARRANTIES. WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR EQUIPMENT YOU RECEIVE FROM US, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

20. FORCE MAJEURE. WE ARE NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. WE MAY NOT MANUFACTURE ANY EQUIPMENT OR SOFTWARE THAT YOU MAY USE IN CONNECTION WITH YOUR SERVICE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH WE HAVE NO LIABILITY WHATSOEVER).

21. About These Terms and Conditions

We will not maintain a paper copy of your Agreement, we will maintain your rate plan and feature information electronically, and we will maintain our copy of these Terms at www.windstream.com. If you lose your copy of the Terms and Conditions, you may retrieve the then-current electronic copy from www.windstream.com at any time.

Changes. We may change these Terms and Conditions, including any change in any charge or fee, or the imposition of a new charge or fee, at any time if we give you notice of the change. If we make a change to these Terms and Conditions that is material and you do not wish to accept such material change, you may terminate the affected Service by giving us notice within thirty (30) days, in which case you will not be subject to an early cancellation fee. You will, however, still be responsible for all charges for Services and Equipment made before you terminated your Agreement for that Service. A material change is ONLY a change that (a) terminates or substantially reduces the availability of a Service for you or (b) results in the increase of any charge by more than ten percent (10%) of the monthly access charge for that Service. Material changes in your Service DO NOT include the increase in, or imposition of: (1) any charge required to be collected by any governmental authority, such as taxes or surcharges, or (2) any charge not prohibited by any governmental authority to recoup our expense for a charge required by that governmental authority.

22. Applicable Law

Your Agreement and our provision of Services to you are subject to (a) the laws of the state identified in the billing address that you have provided us and (b) any applicable federal or state laws. In the event of an inconsistency between any governmental requirement and these Terms and Conditions regarding the provision of a Service that is subject to the governmental requirement, the provisions of the governmental requirement will apply to the extent necessary to avoid the inconsistency.

23. Assignment

We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

24. No Waiver, Severability

If we do not enforce any right or remedy available under this Agreement, that failure is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

RATES FOR SERVICE

Windstream's prices and terms for high-speed Internet products are as follows:

Broadband Lite 512 Kbps downstream \$19.99 per month

Broadband 1.5 Mbps \$24.99 per month

Broadband 3 Mbps \$29.99 per month

Broadband 6 Mbps \$34.99 per month

Broadband 12Mbps \$39.99 per month

Satellite Broadband provided by Windstream through a third party - one-time \$199 Equipment Lease Fee, monthly recurring charge \$49.95 for 512K Mbps, \$69.95 for 1Mb, and \$79.95 for 1.5 Mb.