

CS-14-85

RECEIVED

CONTRACT APPROVAL FORM

CONTRACT MANAGEMENT

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2206

2014 DEC -4 PM 2: 21

CONTRACTOR INFORMATION

Name: Windstream

Address: _____

Contractor's Administrator Name: Marvin Johnson City _____ State _____ Zip _____ Title: Sales Rep.

Tel#: _____ Fax: _____ Email: _____

14 DEC -9 PM 2: 54

CONTRACT INFORMATION

Contract Name: Windstream Service Agreement for Fire Station 90, Bryceville, FL Contract Value: \$1,919.76

Brief Description: Two year agreement to provide three phone lines for Fire Station 90 in Bryceville Florida. Two of the three lines required for designated line for fire alarm, as required by Florida code.

Contract Dates : From: Date installed to end of 2-years Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Exempt under 5.2 of the Purchasing Policy (Communication)

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|-------------------------|---|
| 1. | <u>[Signature]</u>
Department Head Signature | <u>12-4-14</u>
Date | <u>01261526-54100 54100 0</u>
Funding Source/Acct # |
| 2. | <u>[Signature]</u>
Contract Management | <u>12-4-14</u>
Date | <u>5/6/14</u> |
| 3. | <u>[Signature]</u>
Office of Management & Budget | <u>12-10-14</u>
Date | |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only)
Mollie M. Garrett, Esq. | _____
Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature]
Ted Selby _____
Date 12/10/14

2014 DEC 11 PM 4: 12

CONTRACT MANAGEMENT

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RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

12 DEC 12 PM 4: 49

WINDSTREAM SERVICE AGREEMENT

BUSINESS NAME: Fire Rescue Station 90

ACCOUNT NUMBER: _____ **FEDERAL TAX ID/SSN:** 59-1863042

SERVICE ADDRESS INFORMATION

Service Address 3195 County Road 2		
City Hilliard	State FL	Zip Code 32046
Primary Contact Wesley Batten/ BJ Johnson		Email wbatten@nassaucountyfl.com
Business Phone (904) 530-6050		Mobile Phone

CUSTOMER BILLING INFORMATION

Address 1 Nassau County BOCC, Fire Station 90		
Address 2 96160 Nassau Place		
City Yulee,	State FL	Zip Code 32097
Primary Contact C. C. Holmes		
Business Phone 904.491.7525		Mobile Phone
Email cholmes@nassaucountyfl.com		Fax 904.321.5748

WINDSTREAM BUSINESS SERVICES

3 lines

Services Provided	Selection (X)
Business Voice	79.99
Business High Speed Internet	
Business Bundle	
Additional Lines	
Ethernet Internet Access	
Dynamic IP	
Static IP/Other	
Total Monthly Recurring Charges*	\$ 79.99

Term Agreement	
2 Year	X
3 Year	
4 Year	
5 Year	

*Monthly Recurring Charges do not include taxes or fees.

AGREEMENT

This Windstream Small Business Service Agreement ("Agreement") is subject to and controlled by the Windstream Small Business Service Agreement Terms and Conditions of Service ("Terms and Conditions") located at: <http://www.windstreambusiness.com/terms> and incorporated herein by reference, as they may be modified from time to time. Hard copies of the Terms and Conditions are available by calling 866.445.3402.

This Agreement shall commence and become a legally binding agreement upon Customer's signature below. By signing this Agreement, Customer hereby: (a) certifies that he/she is authorized to sign the Agreement, (b) certifies that he/she has read and accepts the Terms and Conditions, and (c) authorizes Windstream to provide the Services listed herein.

By signing or clicking my digital signature below, I certify and agree that I am authorized to sign this Agreement and have read and accept the Terms and Conditions.

CUSTOMER SIGNATURE: _____

DATE: 12/02/2014

Sales Rep Marvin Johnson

Employee No. e0168214



BUSINESS RESIDENTIAL CARRIER



WINDSTREAM SMALL BUSINESS SERVICE AGREEMENT TERMS AND CONDITIONS OF SERVICE

- 1. Term and Renewal.** These terms and conditions apply to the provision of telecommunications and related services ("Services") listed on the Windstream Small Business Service Agreement ("Agreement") entered between you ("Customer") and the Windstream entit(ies) identified on Customer's bill ("Windstream"). These Terms and Conditions are effective as of the Effective Date set forth on the Agreement and will continue for the term set forth in the Agreement from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, **the Agreement will automatically renew for successive one-year terms** (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Windstream shall have the option of continuing to provide such Services on a month to month basis, priced at Windstream's then current monthly rates.
- 2. Charges for Services; Billing and Payment.** Customer is responsible for paying all charges that apply to the Services ordered on a service order or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the service order or set forth in Windstream's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Agreement. Windstream will bill Customer monthly for the Service, and all bills are due and payable upon receipt. Payment will be considered late if not paid within thirty (30) days from the date of invoice. All amounts payable by Customer shall be made without setoff or counterclaim and without deduction. 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 and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Windstream may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Windstream will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **WINDSTREAM RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
- 3. Service Outage Credits.** For Windstream's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the MRC for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time Customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; or (iii) send or receive data across a Windstream supported private network. In the event Customer rents equipment from Windstream, such equipment shall not be considered "Services" for purposes of service credits under this Agreement.

4. **Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Windstream in writing the specific basis for such dispute within sixty (60) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party, and Windstream may refuse to discuss issues through Customer's external representative.
5. **Partial Payments; Late Payments.** Windstream may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Windstream has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Windstream incurs as a result of collecting Customer's unpaid charges. If Windstream does not receive full payment when due or does not receive payment in immediately available funds, Windstream will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
6. **Credit and Deposits.** Customer authorizes Windstream to ask credit-reporting agencies for Customer's credit information. Windstream may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services, Customer is late on payment, or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Windstream at its discretion may apply the deposit to any amount due and unpaid by Customer.
7. **Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Windstream's network. Customer shall provide Windstream with the correct address to obtain Services, because Windstream relies on such information to determine which taxes, fees, surcharges and assessments apply to the Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Windstream if Customer's address changes, in which case Windstream may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days' advance notice to Windstream to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location, or Windstream will apply the liquidated damages set forth in Section 15 for the terminated location. Charges, including reasonable administrative costs and fees incurred by Windstream may apply as a result of Customer's move, in addition to a change in MRCs.
8. **Windstream-Provided and Owned Equipment.** Any equipment installed by Windstream on Customer's premises that is not the subject of a sale to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Windstream. Equipment shall remain in good condition, less normal wear and tear. Windstream 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 Windstream for the cost of any necessary repairs. Customer shall provide Windstream reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Windstream does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if Windstream requests Customer return the equipment and Customer does not return the equipment to Windstream within thirty (30) days of termination, Customer shall reimburse Windstream for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment.
9. **Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Windstream is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Windstream or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Windstream specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Windstream shall have no responsibility for maintenance or repair of same.
10. **Third Party Software.** As part of the Services, Customer may be allowed to use certain software and related documentation developed and owned by Windstream's third-party software licensors (collectively, the "Software"). This Software is neither sold nor distributed to Customer and Customer may use it solely as

part of the Services and for no other purpose. Customer may not and agrees not to: (i) transfer such Software outside the Services or to any other person or entity; (ii) make copies of the Software, either through a virtual snapshot of the server containing the Software or otherwise; or (iii) transfer the Software outside of Windstream's infrastructure and/or premises. Further, Customer agrees to provide Windstream with evidence that its use of the Software is in compliance with the Agreement and/or third-party software licensor's terms from time to time during the Term as requested by Windstream. If Customer fails to provide such evidence when requested, or is otherwise not in compliance with the Agreement and/or third-party software licensor's terms, Windstream may, at its sole option suspend or terminate the Services that include the Software. For the avoidance of doubt, Windstream's Software licensors are not responsible for providing any support in connection with the Services or the Software.

11. **Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH WINDSTREAM, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT <http://www.windstream.com/legal/Google Apps Premier Edition License.pdf> PRIOR TO USING THE RELEVANT SERVICES.** Windstream may cancel Google Services at any time on thirty (30) days' notice and, at Windstream's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Windstream or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within thirty (30) days.
12. **Government Funding.** Customer must notify Windstream of all restrictions, requirements and reporting obligations to which Windstream could become subject pursuant to any government program before Windstream provisions Services to Customer. Customer will not use such funds, including stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Windstream's prior written consent regarding any specifically applicable terms. If Customer fails to provide such prior written notice to Windstream of government funding or if Windstream does not consent to the use of such funding, then Windstream has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Windstream. If Customer requests government funds for payment of Services under this Agreement and such funding request is denied, Customer shall remain responsible for one-hundred percent (100%) of the cost of Services.
13. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE.** This Agreement, the documents incorporated by reference and any addendums entered between the parties constitute the parties' entire Agreement. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Windstream employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature.
14. **Termination.** Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within thirty (30) days after written notice. Customer must

submit a disconnection request to businessconnects@windstream.com. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have ten (10) days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. In the event Customer rents equipment from Windstream and Customer terminates network Services pursuant to this section, Customer shall remain obligated to fulfill the remainder of the applicable equipment schedule term. Windstream may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Windstream's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Windstream set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Windstream is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when ten percent (10%) or more of Customer's calls are six (6) seconds or less, and/or when more than forty percent (40%) of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), Windstream may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Windstream's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Windstream may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Windstream shall verify the availability of facilities, and in the event that Windstream determines in its sole discretion that facilities are not economically or technically feasible, Windstream has the right to terminate this Agreement without liability.

15. **Effect of Termination.**

- a. Pre-Installation- If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Windstream a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if Windstream's costs to other providers are greater than this amount, Customer shall also reimburse Windstream for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Windstream to prepare for installation. The Cancellation Charge set forth in this Section 15(a) is in lieu of the charges set forth in 15(b) below for post-installation cancellations.
- b. Post-Installation- **Customer understands that its rates are based upon its commitment to purchase Services for the Term or Renewal term. As such, if Customer terminates this Agreement or any Services provided hereunder after installation during the initial or renewal term for any reason other than for cause, OR AS A RESULT OF Windstream'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER shall pay to Windstream as liquidated damages, and not as a penalty, an amount equal to one hundred percent (100%) of the MRCs APPLICABLE TO THE TERMINATED SERVICES multiplied by the number of months remaining in the then-current Term or Renewal Term ("liquidated damages"). customer acknowledges that actual damages would be difficult to determine and such liquidated damages represent a fair and reasonable estimate OF THE DAMAGES WHICH MAY BE INCURRED BY WINDSTREAM, INCLUDING but not limited to ACTUAL EXPENSES INCURRED BY WINDSTREAM TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF limited network resources, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED.** If Customer's service order includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's service order *does not* includes MMCs or MMFs and Customer terminates or disconnects less than

the entirety of its Services such that its actual usage at a location falls below fifty percent (50%) of its original contracted rate for that location, Customer will pay fifty percent (50%) of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Windstream to the unbundled service rates.

- 16. Limitation of Liability. FOR PURPOSES OF THIS SECTION, AND THE FOLLOWING SECTIONS DESCRIBING INDEMNITY, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES SECTIONS, "WINDSTREAM" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WINDSTREAM RESELLS SERVICES.**
- A. WINDSTREAM'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCs MULTIPLIED BY SIX (6). IF CUSTOMER'S SERVICE IS INTERRUPTED, WINDSTREAM'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WINDSTREAM'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WINDSTREAM BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES or for any delay or failure to perform under this Agreement (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) due to causes beyond WINDSTREAM'S reasonable control. Windstream is not responsible or liable if Services are lost, stolen or misused, except when due solely to Windstream's GROSS negligence or WILLFUL misconduct. Customer is responsible for all usage, charges, and liability incurred for such loss, misuse, or theft of services while in customer's control, regardless of whether/when Windstream notifies customer of increased usage.**
- B. ENTRY ONTO WINDSTREAM'S PREMISES IS AT CUSTOMER'S OWN RISK, AND WINDSTREAM ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM ARISING FROM ANY CAUSE OTHER THAN WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO CUSTOMER DURING SUCH VISIT. WINDSTREAM IS NOT RESPONSIBLE IF EQUIPMENT IS LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL LOSS INCURRED FOR MISUSE, MISHANDLING OR PROVISIONING OF CUSTOMER EQUIPMENT INCOMPATIBLE WITH THE SERVICES, CHANGES MADE TO THE SERVICES BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED TO MAKE CHANGES, OR BY WINDSTREAM AT THE DIRECTION OF CUSTOMER. IN NO EVENT SHALL WINDSTREAM BE RESPONSIBLE FOR ANY THIRD-PARTY EQUIPMENT, INCLUDING ANY DAMAGES THAT MAY ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD-PARTY EQUIPMENT. TO THE EXTENT WINDSTREAM IS LIABLE FOR DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT, SUCH LIABILITY WILL BE LIMITED TO THE THEN-CURRENT BOOK VALUE OF THE DAMAGED EQUIPMENT. EACH PARTY IS RESPONSIBLE FOR INSURING THE EQUIPMENT AND PROPERTY IT OWNS WITH COVERAGE CONSISTENT WITH INDUSTRY STANDARDS.**
- 17. Indemnity. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS WINDSTREAM FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) ANY FAILURE BY CUSTOMER OR CUSTOMER'S END USERS TO COMPLY WITH WINDSTREAM'S ACCEPTABLE USE**

POLICY OR APPLICABLE LAW, OR (II) CLAIMS OF OWNERSHIP OR SUPERIOR RIGHTS TO CUSTOMER EQUIPMENT OR OTHER INTELLECTUAL PROPERTY BY A THIRD PARTY.

18. **Force Majeure.** Windstream shall be excused from, and shall have no liability with respect to, any delay or failure to perform hereunder caused by any event beyond its reasonable control, including but not limited to, (i) cable cuts or common carrier delays; (ii) actions, failures to act or delays by Customer or others authorized by the Customer to use the Service; (iii) failure of power, equipment, services or systems not provided by Windstream including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iv) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (v) during any period in which Windstream or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (vi) maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vii) when a Service Outage has not been reported to Windstream or where there is a trouble reported, but no trouble found; and (viii) labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Windstream's reasonable control.
19. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WINDSTREAM'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, warranty arising by COURSE of trade, course of dealing or course of performance, any warranty that the SERVICES will meet customer's requirements OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. EXCEPT AS EXPRESSLY PROVIDED IN WINDSTREAM'S PRIVACY POLICY, WINDSTREAM HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WINDSTREAM'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
20. **Dispute Resolution.** By utilizing Windstream's Services and agreeing to these terms and conditions, you agree to the following dispute resolution procedures. *Customer and Windstream agree to waive any right to a trial by jury in a court of general jurisdiction and any right to participate in a class action or consolidated action regarding a dispute as defined below. Specifically, Customer and Windstream agree to waive any right to pursue a dispute by joining a disputed claim with the disputed claim of any other person or entity or to assert a disputed claim in a representative capacity on behalf of anyone else in any lawsuit, arbitration or other proceeding.*

If Customer has a dispute with Windstream, Customer must notify Windstream's Customer Care department at the number listed on Customer's invoice. If the Customer Care department is unable to resolve the dispute, Customer must submit the dispute to Windstream in writing at the following address: Windstream Communications, Inc., 1720 Galleria Boulevard, Charlotte, NC 28270, and Attn: Executive Customer Relations. Customer must describe the dispute and provide enough detail to allow Windstream to understand it. Customer must provide any supporting documentation with the written dispute. Click here <http://www.windstream.com/legal.aspx> for a form that Customer may, but is not required, to use to submit the written dispute to Windstream. If Windstream has a dispute with Customer, Windstream will send Customer a written notice to your billing address to attempt to resolve the dispute. Customer and Windstream agree that a dispute is any claim or controversy related in any way to Windstream's Services, including charges for Services, Equipment, Service Order(s) or our agreements pursuant to these terms

and conditions or any other agreements, whether the dispute arises in tort, contract, by statute or any other legal theory and whether the dispute arises under this or any prior agreement with us or arises after the Services are terminated.

If Customer and Windstream are unable to resolve the dispute after sixty (60) days from the date of receipt of the written dispute, Customer agrees that either Customer or Windstream shall resolve the dispute in only one of two (2) possible ways: (1) by seeking relief in small claims court, if appropriate under the applicable court's rules, in the city or county of the billing address reflected on Customer's bill; or (2) by arbitration. **This Section does not prohibit Customer from submitting any issue with Windstream to any federal, state or local governmental agency or public service commission which may be able to seek relief from Windstream on Customer's behalf.** If the dispute is regarding the charges for Services, Customer agrees that if it does not seek relief in small claims court or by arbitration following the sixty (60) day dispute period, then Customer will immediately begin paying the disputed amount that Windstream determines is valid, plus any charges that were not paid during the sixty (60) day dispute period, or Windstream may terminate the Services.

Regarding arbitration, Customer and Windstream specifically agree to finally resolve all disputes not filed in small claims court by arbitration that will be final and binding on both Customer and Windstream, subject to any exceptions required by applicable law. ***The following provisions shall apply to arbitration:***

- a. **Notice:** If Customer wants to arbitrate a dispute with Windstream after expiration of the sixty (60) day dispute period noted above, Customer must file a claim with the American Arbitration Association ("AAA"). Click here <http://www.windstream.com/legal.aspx> for a form that Customer may, but is not required, to use. The claim must include a description of the dispute, a brief outline of previous efforts to resolve the dispute, all supporting documentation and a proposed resolution. A copy of the claim and proof of payment of the filing fee, such as a copy of the check or money order, should be sent to Windstream at: 4001 Rodney Parham, Little Rock, Arkansas 72212, Mailstop B1F03-71A, Attn: Legal Department ("Arbitration Notice Address"). Windstream will reimburse Customer for the filing fee if the claim does not exceed \$75,000. If Windstream wants to arbitrate a dispute with Customer after expiration of the sixty (60) day dispute period noted above, Windstream will send a copy of its claim to Customer's billing address.
- b. **Applicable Law:** The interpretation and enforceability of the arbitration provisions, and whether a dispute is subject to arbitration, is subject to the Federal Arbitration Act ("FAA") only and not state law.
- c. **Applicable Rules:** Windstream and Customer agree that the arbitration will be conducted by the AAA. The rules governing the arbitration proceeding will be the current Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("AAA Rules") from the American Arbitration Association. The AAA rules are at www.adr.org or can be obtained by calling 1.800.778.7879.
- d. **Method of Arbitration:** If Customer's claim is for \$10,000 or less, Windstream agrees that you may choose whether the arbitration will be conducted solely on the written documents submitted, by telephone or in person in the city or county of the billing address reflected on Customer's bill. If Customer's claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules. The written documents can be the notice to arbitrate that either party sends to the other regarding arbitration and referenced above.
- e. **Arbitration Costs and Attorney Fees:** If Customer properly files a claim with AAA pursuant to these arbitration provisions, and the amount of Customer's dispute does not exceed \$10,000, Windstream agrees to pay for all AAA filing, administrative and arbitrator fees ("Arbitration Costs") and Customer's reasonable attorney's fees (with reasonable hourly rates and expenses to be determined by the location of the arbitration) ("Attorney Fees") incurred by Customer regardless of the decision of the arbitrator, unless Customer's claim is found to be frivolous or improper (as set forth in the Federal Rules of Civil Procedure Rule 11) by the arbitrator. A portion of the payment of Arbitration Costs may be in the form of reimbursement, as Customer may be required to place a deposit when its notice of arbitration is filed. If the claim is found to be frivolous or improper, the AAA

Rules will apply regarding payment of Arbitration Costs. If Customer's dispute exceeds \$10,000 but not \$75,000, Windstream agrees to pay all the Arbitration Costs and 50% of your Attorney Fees. For disputes of \$75,000 or more, the AAA rules regarding Arbitration Costs will apply. However, Windstream agrees to pay 50% of the Arbitration Costs, and each party will pay its own Attorney Fees incurred for disputes of \$75,000 or more. Notwithstanding the foregoing, if Customer's claim is found to be frivolous or improper (as set forth in the Federal Rules of Civil Procedure Rule 11) by the arbitrator, Windstream will have no obligation to pay any of your Attorney Fees. If Windstream disputes the reasonableness of any Attorney Fees, Customer agrees that the presiding arbitrator shall determine what is a reasonable fee and his/her decision regarding Attorney Fees will be binding on both Customer and Windstream. In no event shall Windstream be entitled to an award of its Attorney Fees.

- f. **Awards:** If the arbitrator's award is in Customer's favor and is greater than the value of Windstream's last settlement offer made to Customer prior to selection of the arbitrator, Windstream will pay Customer the amount of the arbitrator's award or \$3,000, whichever amount is greater. Windstream also will pay Customer's attorney's reasonable fees, including expenses, or \$2,500, whichever amount is greater.
- g. **Injunctive relief:** If Customer seeks declaratory or injunctive relief in the arbitration, the arbitrator may award such relief only to the extent necessary to provide relief warranted by Customer's individual claim.
- h. **Consolidation:** The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- i. **Confidentiality:** Any arbitration shall remain confidential. During the arbitration, the amount of any settlement offer made by Windstream or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or Windstream is entitled. Neither Customer nor Windstream may disclose the existence, content or result of any arbitration or award, except as may be required by law, or to confirm and enforce an award.
- j. **Exceptions:** Nothing in this Section shall prevent Windstream from issuing notices, including take-down notices for alleged trademark or copyright infringement pursuant to the Digital Millennium Copyright Act, or termination of Service pursuant to Windstream's Acceptable Use Policy for Customer's abuse of its internet access Services. Nothing in this Section shall prohibit Windstream from filing a lawsuit in a court of general jurisdiction to collect outstanding balances for unpaid Services or Equipment, or any other type of charge owed on Customer's account, or for the theft of any Services or Equipment by Customer. This Section is intended to resolve outstanding disputes between the parties and not to collect a debt owed by Customer to Windstream.
- k. **Limitation of Liability:** This Section is subject to Section 16 (Limitation of Liability) herein.
- l. **Limitations Period:** Any dispute must be brought by Customer or Windstream within two (2) years after the date the basis for the claim or dispute first arises.

Notwithstanding any provision in this Agreement to the contrary, Customer and Windstream agree that if Windstream makes any future change to this arbitration provision (other than a change to the notice addresses), Customer may reject any such change by sending Windstream written notice within thirty (30) days of the change to the Arbitration Notice Address provided above. By rejecting any such change, Customer is agreeing that it will arbitrate any dispute between the parties in accordance with the language of this provision.

If the provisions concerning the waiver of the class or consolidated actions, or the provisions regarding mandatory arbitration, are deemed unenforceable or void as a matter of law, Customer and Windstream agree that all claims will be brought in a court of general jurisdiction and not resolved through arbitration. **CUSTOMER AND WINDSTREAM WAIVE, THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR THE SERVICES PROVIDED BY WINDSTREAM.**

21. **Emergency. Critical Lines.** CUSTOMER acknowledges that certain Services may not, IN CERTAIN CIRCUMSTANCES, provide access to 911 or transmit THE MOST ACCURATE location or extension INFORMATION IN A TIMELY MANNER if CUSTOMER attempts to access 911 in an emergency. Examples include voice over Internet protocol ("VoIP"), Centrex, Allworx Reach™ Application ("Allworx Reach™"), and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service or Allworx Reach™, Customer must timely update changes to their registered location for 911 services. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, 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.
22. **Miscellaneous.** (a) Notices and Electronic Communications: **Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's service order or to Windstream at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, windstream.business.support@windstream.com or at such other address provided to the other party.** Please note, all Customer disconnection requests must be sent to businessconnects@windstream.com. Customer agrees that Windstream may send electronic messages to Customer concerning Windstream's Services; (b) Applicable Law; Venue: **This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Nebraska law, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of federal courts in the state in which the Services are provided (or federal courts in Nebraska, if the Agreement covers multiple states) so long as diversity and the amount in controversy requirements are met, or a federal question is at issue;** (c) Statute of Limitations: No claim may be asserted by either party against the other with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted; the foregoing statute of limitations is not applicable to billing disputes, which are governed by the timeframe for disputes described in Section 4; (d) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer shall provide Windstream with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Windstream's advance written consent. Any attempted assignment in violation of this provision is void; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Publicity: Customer agrees that Windstream may publicly disclose that Windstream is providing Services to Customer and may include Customer's name in promotional materials, including press releases; (g) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (h) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (i) Survival: Sections 16 through 21 survive after this Agreement ends; (j) Handwritten Changes: Handwritten changes are not binding on either party; (k) Use of Products in U.S. Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Windstream's request, Customer shall sign written assurances and other export-related documents as may be required for Windstream to comply with U.S. export regulations; (l) Representation on Authority of Parties/Signatories: Each person signing the Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver the Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms; (m) Confidentiality: Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the

such dealer(s) or agent(s) of Windstream that are negotiating with Customer in order to execute this Agreement.

23. **Service Specific Provisions.** Product descriptions generally can be found at www.windstream.com. Some Services have certain system requirements (i.e. Online Backup, SaaS Endpoint Security and Premium Tech Support). Please see the relevant product description for details.

Broadband Protection Plus. Includes the wiring coverage of Protection Plus (see below) and professional installation of Broadband, NIC (network interface card) if needed and Broadband-specific software provided by us for one computer at initial installation and only includes specific types of equipment. For installation and NIC replacement, the system must be Windows 2000 SP-4 or higher. With other operating systems, such as Mac and Linux, we will only cover replacement Customer Premises Equipment ("CPE") and wiring/cabling but will not cover installation or software or NIC. The Broadband modem (if provided by us) will be replaced if damaged by an electrical surge or natural act (i.e., lightning, floods, etc.); **please note, free modem replacement is not available to customers purchasing Broadband Protection Plus on or after July 1, 2014.** This Product does NOT include: a) home networks (even if CPE is purchased from us); b) LAN software; c) bandwidth/throughput guarantees; d) damage to PCs from viruses; e) non-standard wiring; f) PC Hardware (other than NIC); g) Cisco 827H and 827HI modems; h) operating systems and software maintenance; or i) integrated NIC cards and internal NIC laptop cards.

Centrex. Within thirty (30) days of subscribing, Customer and Windstream will agree on the specific feature, functions and minimum lines and groups to be provisioned. Windstream will base charges on the agreed minimum lines. Windstream will have the right to bill you at hourly rates for all programming, installation or other labor associated with any adjustments to features and functions at initial installation and when changes are made later.

Conference Calling. All per minute conferencing has a minimum per call

Credit Card Acceptance. Credit card processing services are NOT provided by Windstream and are instead provided by a third party vendor, with which Customer may be required to enter an agreement. Windstream does not in any way provide credit card processing services, and is not liable for, nor does Windstream make any representation or warranty regarding the vendor's services. Customers are solely responsible for any applicable Payment Card Industry security and other standards applicable to accepting credit cards.

DISH Network Services. All prices, packages and programming are subject to change without notice including, without limitation, any term commitment to which Customer has agreed. All DISH Network programming and any other services that are provided by DISH Network are subject to the terms and conditions of the Promotional Agreement and Residential Customer Agreement, which are available online at www.dishnetwork.com or upon request. Some promotions may require minimum programming. Certain promotions have an optional or mandatory term commitment period, and if Customer cancels Services prior to the optional or mandatory term commitment period, certain termination or cancellation fees may apply. Hardware and programming are sold separately.

Domain Renewals. New registrations with Windstream are free for one (1) year and then renewals are billed to the customer in one (1) year, three (3) year or five (5) year increments. 1 year is \$14.99, 3 year is \$34.99 and 5 year is \$54.99.

Dynamic IP Services. Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Windstream Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b)

Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points ("PSAPs") other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Windstream harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Windstream's dynamic IP service.

Fax to Email. Customer must have an email address to Send/Receive faxes via this Service but email is not included with the Service. If Customer exceeds its page limit per month, a minimum per page charge will apply. Overages are billed at \$0.10/per page.

Hosted Microsoft Exchange and Collaboration. Windstream partners with a third party vendor to provide this Service. As a result, Customer may be required to accept certain terms and conditions as required by the third party. Windstream reserves the right to alter the Service in any way, including but not limited to, changing the third party provider of the Service or discontinuing this Service at any time.

Managed Network Security CPE. Requires a minimum commitment and subscription to Windstream Data services. Security gateway equipment must be returned upon service termination.

Online Backup. Windstream partners with a third party vendor to provide this service. As a result, Customer may be required to accept certain terms and conditions of the service as required by the third party. Service is intended for the backup of laptops or PCs and does not support stand-alone or network servers. Minimum system requirements: Windows XP SP3 or higher, Windows Vista SP1 or higher and Internet Explorer 6.0 or later. This service is activated through the Windstream Service Agent. Windstream reserves the right to alter the service in any way including but not limited to changing the third party provider of the service or discontinuing this service at any time.

PC Protect Plan. Windstream partners with a third party vendor to provide service. As a result of this, Customer may be required to accept certain terms and conditions of the service as required by the third party. Windstream reserves the right to alter the service in any way, including but not limited to, changing the third party provider of the service or discontinuing this service at any time. A full service agreement will be presented to you when you register your laptop or PC for coverage. For devices to be supported, they must contain supported Windows Operations System (currently Windows XP or newer) and a processor that is a Pentium 4 or newer or equivalent.

Website Design Services. The Website Design Services requires that Customer accept an End User License Agreement ("EULA") for the website services that are outsourced by Windstream to Hostopia. The EULA can be accessed here: <http://windstreamhosting.com/SiteDesignEULA.php>.

Professional Installation (Business). Provided for only one computer per business or home. This service includes: a) setting up the initial DSL connection; b) installing the NIC, if necessary; c) installing the necessary filter on the telephone line; d) DNS entries, configuring DHCP/Static IP address, gateway, etc.; and e) performing various network connectivity tests to ensure each network element has proper connectivity; It does NOT include: t) software installation other than what is included with the router; u) PC Installation (the computer must be installed before Windstream can do a DSL installation); v) station cabling or CAT 5 patch cables; w) new or additional jacks for the DSL service; x) removing any applications unless the application must be removed to make the TCP/IP connection to the Internet work; y) CPE charges; or z) resolving LAN issues including, but not limited to, shared network drives, driver issues or other hardware issues.

Protection Plus. This service is a wire maintenance plan that includes repair or replacement of existing jacks/outlets (not including the addition or move of existing jacks) that meet Windstream's installation

standards. This service provides coverage for one access line. Wiring and jacks damaged as a result of faulty, non-Windstream installation, the negligence or willful acts of Customer or Customer's agent, vandalism, casualties such as fire or water damages, lightning, floods or earthquakes are excluded. This service does not cover Key, Centrex and PBX systems.

SaaS Endpoint Security. Windstream partners with a third party vendor to provide service. As a result, Customer may be required to accept certain terms and conditions of the service as required by the third party. Windstream reserves the right to alter the service in any way, including but not limited to, changing the third party provider of the service or discontinuing this service at any time. System requirements include: <http://www.mcafee.com/us/products/saas-endpoint-protection-suite.aspx>.

Small Business Bundles with Peace of Mind Guarantee. The Windstream Small Business Bundle includes a business access line or a business VoIP line, long-distance calling, and a feature package of Caller ID, Call Forward, Repeat Dial, 3-Way Calling, Speed Call 30, Call Return, Call Waiting, and Caller ID on Call Waiting and may or may not include High-Speed Internet, High-Speed Internet with Static IP, Premium Tech Support, Online Backup, PC Protect, SaaS Endpoint Security and Broadband Protection Plus. Voice Mail and Rotary Hunt are included with certain bundles. The price for the bundle shall be set forth in Customer's first bill, and such price shall be specifically incorporated as a term of the Agreement.

This Lowest Price Guarantee offer is subject to availability and is a limited time offer for new customers or existing customers with business line only. If Customer switches to a lower price point for their bundle during the term of the Agreement, the Agreement will restart for another term on the effective date of the new pricing.

Price Guarantees for Small Business Bundle Customers. Covers the advertised price only rate (payable on a monthly basis). Does not include current or future taxes, fees or other charges. 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 Windstream service locations. This offer is non-transferable. Customer can revert to basic local service only by payment of past due amounts for basic local service. The Peace of Mind Guarantee does not apply if Customer is disconnected involuntarily from its Small Business Bundle for any violation of these Terms and Conditions and wants to reconnect. The Lowest Price Guarantee does not apply if Customer voluntarily disconnects from its Business Bundle and wants to re-establish the service.

Premium Tech Support. Windstream partners with a third party vendor to provide service. As a result, Customer may be required to accept certain terms and conditions of the service as required by the third party. Windstream reserves the right to alter the service in any way, including but not limited to, changing the third party provider of the service or discontinuing this service at any time. This service requires a minimum term commitment unless bundled with other value added services in a Windstream Security Package. Service is provided via agents remoting into Customers' computer and therefore requires that Customer's computer be capable of connecting to the internet in order to utilize service. Minimum system requirements include Windows XP or Vista, Intel Pentium or Pentium II Processor with 500 MHz or faster for Windows XP, 256 MB or higher. Macintosh, UNIX, LINUX or older Windows operating systems are not supported. The service includes: a) PC Security and Protection (viruses, spyware, etc.); b) PC Optimization; c) setting up new PCs and transferring files and data from the old machines; d) setting up and encrypting wireless networks; e) handling Windows issues; f) connecting and setting up printers and other peripherals such as scanners, printers and PDAs/Smartphones; and g) software installation, tutorials and tips. This service does NOT include the following, among other items that cannot be solved remotely: u) site visits, if needed; v) failed/broken hard drives; w) adding more RAM; x) cracked motherboards; y) bad USB ports or connectors; or z) replacing broken hardware. This service is activated through the Windstream Service Agent.

Unlimited Long Distance (Business). Intended for direct-dialed, one-plus 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, fax machines, 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 and 976 numbers, or call center and certain switching applications. In addition, for residential users, unlimited long distance may not be used for business use.

Web Hosting. See policy for Web Hosting at http://www.windstreambusiness.com/media/789/hosting_policy.pdf.

Windstream Service Agent. Windstream partners with a third party vendor to provide service. As a result, Customer may be required to accept certain terms and conditions of the service as required by the third party. Windstream reserves the right to alter the service in any way, including but not limited to, changing the third party provider of the service or discontinuing this service at any time. The use of service requires Customer to be an active small business High-Speed Internet customer of Windstream. This service is free to all Windstream High-Speed Internet subscribers, and is available for use only via laptop or PC and requires software download.

version 11.01.14

sales
855.852.9460

support
866.445.5882

chat
M-F 9-6 ET

contact a sales rep