



**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 NuVox (which includes its officers, directors, shareholders, employees, agents and subcontractors), a Delaware corporation having its principal place of business at Two North Main Street, Greenville, South Carolina 29601 and the customer ("Customer"):

**1. Services to be Provided; Proposal(s).** NuVox agrees to provide and Customer agrees to purchase from NuVox the Services and equipment ("Services") described on the Proposal(s) or set forth in NuVox's Terms and Conditions or Tariffs, each incorporated herein by reference. The Proposal(s) may not include certain taxes, surcharges, assessments, and/or fees that are based on NuVox's Tariffs, price lists and/or other federal, state and local taxes, fees, assessments, and surcharges imposed by NuVox 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. NuVox'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 NuVox 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 NuVox 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 NuVox, 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: NuVox., P.O. Box 6068, Greenville, SC 29606, ATTN: Customer Care. If Customer terminates this CSA following its execution but prior to the installation of Services, Customer shall pay NuVox 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 DUE TO NUVOX'S MATERIAL BREACH), OR IF NUVOX TERMINATES THIS CSA PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER AGREES TO PAY TO NUVOX, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AN AMOUNT EQUAL TO THE MONTHLY RECURRING CHARGES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN CURRENT TERM. CUSTOMER AGREES THAT THE ACTUAL DAMAGE TO NUVOX 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 NUVOX WILL SUSTAIN.*

**3. Customer Relocation.** Customer agrees to provide sixty (60) days advance notice to NuVox if Customer will move Services to a different location. Customer will be required to enter into new CSA for such new location or NuVox will apply the liquidated damages set forth in Section 2. Charges could apply and monthly fees may be affected. NuVox does not provide Services beyond specific service boundaries and if Customer moves beyond such boundaries, NuVox will apply the liquidated damages set forth in Section 2.

**4. Documents Incorporated by Reference; Commission Oversight.** *NUVOX'S SERVICES ARE SUBJECT TO AND THIS CSA INCORPORATES BY REFERENCE: (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, NUVOX'S SOUTH CAROLINA TARIFFS; (II) WITH RESPECT TO REGULATED AND UNREGULATED SERVICES PROVIDED IN DETARIFFED JURISDICTIONS OR IN THE EVENT SOUTH CAROLINA IS DETARIFFED, THE APPLICABLE TERMS AND CONDITIONS POSTED ON NUVOX'S WEBSITE (<http://www.nuvox.com>)("Terms and Conditions")); AND (III) WITH RESPECT TO DATA AND INTERNET SERVICES, THE ACCEPTABLE USE POLICY POSTED ON NUVOX'S WEBSITE AT <http://www.nuvox.com>.* The Tariffs and Terms and Conditions are subject to change by NuVox and/or the appropriate regulatory agency. In the event of any conflict between the provisions of this CSA and the Tariffs and/or Terms and Conditions, the provisions of the Tariffs 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. Charges; Rate Changes; Billing.** Customer shall pay to NuVox 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) ("Minimum Monthly Commitment" or "MMC") or the applicable Tariff or, where a Tariff is not applicable, then as such charges may appear in NuVox's Terms and Conditions. In any given

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

Customer Initials



month during which Customer's actual usage at a location falls below the MMC for such location, Customer nonetheless shall pay the MMC. *NUVOX RESERVES THE RIGHT TO INCREASE OR DECREASE RATES ON AT LEAST THIRTY (30) DAYS NOTICE.* Billing at a location will begin upon the earlier of (i) the Installation Date; or (ii) thirty (30) days after delivery of the applicable facility to the Customer premises by the facility provider (if the delay in connection of the facility is due to Customer). 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; NuVox-Provided Equipment.** Customer is solely responsible for disconnecting services with its current service provider. NuVox is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if NuVox 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. NuVox shall have no responsibility for maintenance or repair of same. Any equipment installed by NuVox on Customer's premises shall remain at all times the property of NuVox and shall remain in good condition, less normal wear and tear. NuVox 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 NuVox for the cost of any necessary repairs. Customer shall provide NuVox reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If NuVox does not have access to Customer's premises within thirty (30) days after Customer terminates Services with NuVox, Customer shall reimburse NuVox for the full purchase price of the equipment as well as any attorney's fees and costs.

**7. Disclaimer of Warranties; Limitation of Liability.** *NUVOX MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, 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 NUVOX FOR SERVICE ISSUES AND/OR INTERRUPTIONS SHALL BE LIMITED TO CREDITS FOR INTERRUPTED SERVICES, IF ANY, IN ACCORDANCE WITH NUVOX'S THEN-CURRENT CREDIT POLICY. IN NO EVENT SHALL NUVOX 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(COLLECTIVELY, "DAMAGES"), 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 NUVOX HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IF CUSTOMER IS LOCATED IN A JURISDICTION THAT PROHIBITS DISCLAIMERS, THE LIABILITY OF NUVOX FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ANY LOSSES OR DAMAGES IN ANY CLAIM OR CAUSE OF ACTION SHALL BE LIMITED TO CREDITS FOR INTERRUPTED SERVICES, IF ANY, IN ACCORDANCE WITH NUVOX'S THEN-CURRENT CREDIT POLICY.*

**8. Entire CSA; Modification.** This CSA, incorporated documents and any other documents required by NuVox 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 modifications must be in writing and signed by a Manager or Director on behalf of NuVox. Hand-written or typed changes to this CSA are strictly prohibited and will not be binding on NuVox. This CSA shall in all respects be governed by and construed in accordance with the laws of the state of South Carolina, without regard to its choice of law rules. Customer may not assign this CSA without the written consent of NuVox. NuVox may assign this CSA or delegate its duties, in whole or in part. If any provisions of this CSA are held unenforceable, the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted, consistent with applicable laws and the undertakings of the parties. CUSTOMER AUTHORIZES NUVOX TO MONITOR AND RECORD ORAL COMMUNICATIONS WITH NUVOX PERSONNEL REGARDING CUSTOMER'S ACCOUNT OR THE SERVICES FOR THE PURPOSE OF SERVICE QUALITY ASSURANCE. CUSTOMER AGREES THAT NUVOX MAY SEND EMAIL MESSAGES CONCERNING PRODUCTS AND SERVICES.

CUSTOMER	NUVOX
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____