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PAETEC iTEL, LLC

Attachment A

Articles of Organization &
Affiliated Louisiana Entities List



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

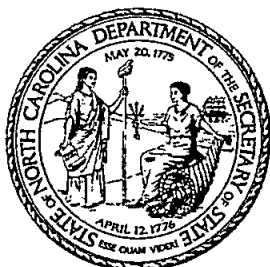
PAETEC ITEL, L.L.C.

the original of which was filed in this office on the 16th day of August, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 11th day of November, 2010.

Elaine F. Marshall

Secretary of State



SOSID: 0634902
 Date Filed: 8/16/2006 3:13:00 PM
 Elaine F. Marshall
 North Carolina Secretary of State
 C200622800276

State of North Carolina
 Department of the Secretary of State

ARTICLES OF ORGANIZATION
 INCLUDING ARTICLES OF CONVERSION

Pursuant to §§ 57C-2-21, 57C-9A-01 and 57C-9A-03 of the General Statutes of North Carolina, the undersigned converting business entity does hereby submit these Articles of Organization Including Articles of Conversion for the purpose of forming a limited liability company.

1. The name of the limited liability company is: US LEC iTel, L.L.C.
 The limited liability company is being formed pursuant to a conversion of another business entity.
2. The name of the converting business entity is US LEC Acquisition Co.
 and the organization and internal affairs of the converting business entity are governed by the laws of the state or country of North Carolina

 A plan of conversion has been approved by the converting business entity as required by law.
3. The converting business entity is a (check one): ☒ domestic corporation; ☐ foreign corporation; ☐ foreign limited liability company; ☐ domestic limited partnership; ☐ foreign limited partnership; ☐ domestic registered limited liability partnership; ☐ foreign limited liability partnership; or ☐ other partnership as defined in G.S. 59-36, whether or not formed under the laws of North Carolina.
4. If the limited liability company is to dissolve by a specific date, the latest date on which the limited liability company is to dissolve: (If no date for dissolution is specified, there shall be no limit on the duration of the limited liability company.) Perpetual
5. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both).
US LEC Communications Inc., Member and Manager, 6801 Morrison Boulevard, Charlotte, NC 28211

6. The street address and county of the initial registered office of the limited liability company is:
 Number and Street 225 Hillsborough Street
 City, State, Zip Code Raleigh, North Carolina 27603 County Wake
7. The mailing address, if different from the street address, of the initial registered office is:

8. The name of the initial registered agent is: C T Corporation System

9. Principal office information: (Select either a or b.)

a. ☒ The limited liability company has a principal office.

- The street address and county of the principal office of the limited liability company is:

Number and Street 6801 Morrison Boulevard, Morroccroft IIICity, State, Zip Code Charlotte, North Carolina 28211 County Mecklenburg

- The mailing address, if different from the street address, of the principal office of the limited liability company is: _____

b. ☐ The limited liability company does not have a principal office.

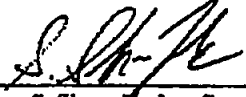
10. Check one of the following:

☐ (i) *Member-managed LLC*: all members by virtue of their status as members shall be managers of this limited liability company.☒ (ii) *Manager-managed LLC*: except as provided by N.C.G.S. Section 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.

11. Any other provisions which the limited liability company elects to include are attached.

12. These articles will be effective upon filing, unless a date and/or time is specified:
_____This is the 15th day of August, 2006.

US LEC iTel, L.L.C.

By: US LEC Communications Inc., its Member and
ManagerBy: 
S. Shane Turley, Secretary

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

CHAR1001218-1
(Revised January 2002)

(Form L-01A)

TOTAL P.03



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

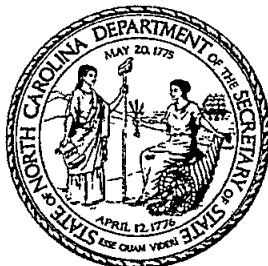
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

PAETEC ITEL, L.L.C.

the original of which was filed in this office on the 11th day of June, 2007.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 11th day of November, 2010.

Elaine F. Marshall

Secretary of State

Affiliated Entities Providing Telecommunications Service in Louisiana

Entity	LA
Broadview Networks, Inc.	CLEC/IXC
Business Telecom, LLC	CLEC/IXC
DeltaCom, LLC	CLEC/IXC
McLeodUSA Telecommunications Services, LLC	CLEC/IXC
Network Telephone, LLC	CLEC/IXC
PAETEC Communications, LLC	IXC
Talk America, LLC	CLEC/IXC
The Other Phone Company, LLC	CLEC/IXC
US LEC Communications, LLC	CLEC/IXC/CAP
Windstream Communications, LLC	IXC
Windstream FiberNet, LLC	CAP
Windstream KDL, LLC	CLEC/IXC
Windstream New Edge, LLC	CLEC
Windstream NuVox, LLC	CLEC/IXC

PAETEC iTEL, LLC

Attachment B

Certificate of Good Standing

Nancy Landry
SECRETARY OF STATE

State of Louisiana
Secretary of State



COMMERCIAL DIVISION
225.925.4704

01/12/2024

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

ONLINE FILING
paula.c.anderson@windstream.com

PAETEC ITEL, L.L.C.

It has been a pleasure to approve and place on file your application for certificate of authority. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

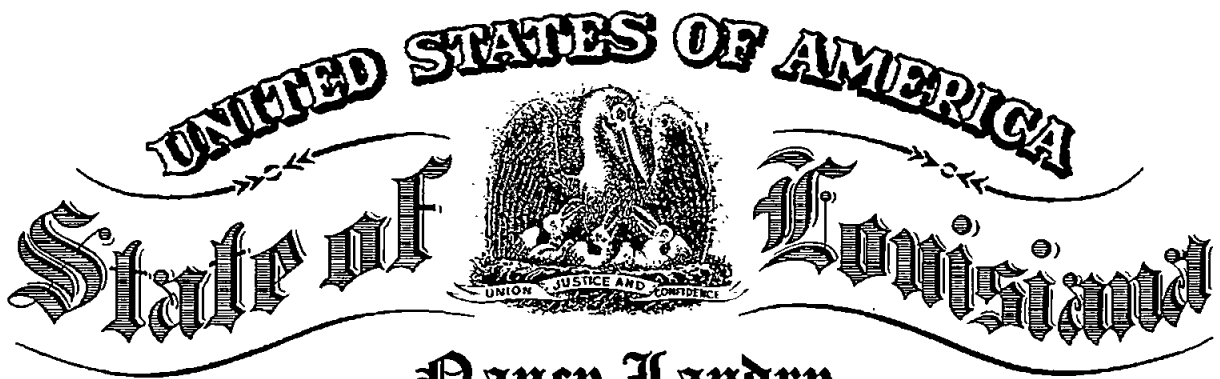
In addition to email and text notifications, business owners now have the option to enroll in our secured business filings (SBF) service. This service is available online, at no charge, by filing a notarized affidavit. Upon enrollment, an amendment cannot be made to your entity without approval using your personal identification number. This is another way to protect your business from fraud and identity theft.

Please note that as of January 1, 2018, business owners in the following parishes will be required to file all available business documents online through **geauxBIZ**: Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Livingston, Orleans, Ouachita, Rapides, St. Tammany, Tangipahoa and Terrebonne.

Online filing options are available if changes are necessary to your registration or if you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

The Commercial Division
WEB



Nancy Landry
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

the Application Form for Certificate of Authority of

PAETEC ITEL, L.L.C.

Domiciled at LITTLE ROCK, ARKANSAS,

Was filed and recorded in this Office on January 12, 2024.

Thus authorizing the limited liability company to exercise the same rights and privileges accorded similar domestic limited liability companies, subject to the provisions of R. S. Title 12, Chapter 22, Part VIII.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

January 12, 2024

Nancy Landry

Secretary of State

WEB 45757962Q



Certificate ID: 11830082#DSL73

To validate this certificate, visit the following web site, go to **Business Services**, **Search for Louisiana Business Filings**, **Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

Nancy Landry
SECRETARY OF STATE

State of Louisiana
Secretary of State



January 12, 2024

COMMERCIAL DIVISION
225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

The attached document of PAETEC ITEL, L.L.C. was received and filed on January 12, 2024.

WEB 45757962Q

**APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN LOUISIANA**

(R.S. 12:1345)

This Company is For:
BUSINESS

Limited Liability Company Name:
PAETEC ITEL, L.L.C.

Previous Company Name:

Date of Organization:
01/11/2024

Period of Duration:
PERPETUAL

Principal office address in state or country of incorporation/organization:
4005 N. RODNEY PARHAM ROAD
LITTLE ROCK, AR, 72212

Principal business office address:
4005 N. RODNEY PARHAM ROAD
LITTLE ROCK, AR, 72212

Principal business establishment in Louisiana:
3867 PLAZA TOWER DRIVE 1ST FLOOR
BATON ROUGE, LA, 70816

Mailing Address:
4005 N. RODNEY PARHAM ROAD
LITTLE ROCK, AR, 72212

Registered office address in Louisiana:
3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA, 70816

Registered agent's name and address in Louisiana:
REGISTERED AGENT SOLUTIONS, INC.
3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA, 70816

The name and municipal address (not a P.O. Box only) of the managers or members:
PAUL SUNU (MANAGER)
4005 N. RODNEY PARHAM
LITTLE ROCK, AR, 72212

KRISTI MOODY (MANAGER)
4005 N. RODNEY PARHAM
LITTLE ROCK, AR, 72212

Nature of Business to be transacted in Louisiana:
THE COMPANY MAY HAVE ANY LAWFUL PURPOSE AS DETERMINED BY THE MEMBER.

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM A MEMBER/MANAGER.

ELECTRONIC SIGNATURE: MICHELLE SIMPSON (1/11/2024)

TITLE: VICE PRESIDENT AND CORPORATE SECRETARY



NORTH CAROLINA

Department of the Secretary of State

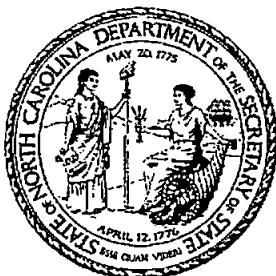
CERTIFICATE OF EXISTENCE (Limited Liability Company)

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

PAETEC ITEL, L.L.C.

is a limited liability company duly formed, and existing under the laws of the State of North Carolina, having been formed on 16th day of August, 2006

I FURTHER certify that, as of the date of this certificate, (i) the said limited liability company is not dissolved under the terms of its articles of organization, (ii) the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina, (iii) that said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act, (iv) that this office has not filed any decree of judicial dissolution, articles of dissolution, articles of merger, or articles of conversion for said limited liability company.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 10th day of January, 2024.

Elaine F. Marshall

Secretary of State

SECRETARY OF STATE



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 45757962Q

Charter Name: PAETEC ITEL, L.L.C.

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded Agent(s)

01/12/2024 REGISTERED AGENT SOLUTIONS, INC.

Agent(s) Electronic Signature

MACKENZIE HIBLER, ASST. SECRETARY

PAETEC iTEL, LLC

Attachment C

Financial Statement

Filed Under Seal as Confidential

PAETEC iTEL, LLC is providing the consolidated financial statements and bank statement of its parent, Windstream Holdings II, LLC which demonstrate that the Applicant has sufficient resources to initiate operations and provide the services for which it seeks authority.

The Applicant's financial information is not public information, but rather constitutes confidential and proprietary information. This financial information is therefore submitted under seal. PAETEC iTEL, LLC respectfully requests that this confidential information not be provided to those who are not a party to this proceeding.

PAETEC iTEL, LLC

Attachment D & E

Managerial & Technical Ability

Attached are the resumes for PAETEC iTel's officers and directors representing its managerial and technical ability and experience to provide the requested services.

PAETEC iTEL, LLC is a subsidiary of Windstream Services, LLC, which has been incorporated since November 1, 2005. As the history of the corporation and the experience of its officers clearly show, PAETEC iTEL, LLC is more than capable of handling the managerial and technical experience required to provide the requested services.

Paul Sunu, Chairman and CEO

Paul Sunu is president, chief executive officer and chairman of the board of Windstream. He has more than 27 years of telecommunication industry experience, with a focus on rural telecommunications.

Sunu previously served as chief executive officer of FairPoint Communications, where he helped improve service quality and develop an 18,000-mile fiber network to serve over 300 healthcare facilities and 1,600 fiber-to-the-tower connections before the company's merger with Consolidated Communications in 2017. Prior to FairPoint, he was the chief financial officer of Hargray Communications and Hawaiian Telcom. Sunu was co-founder and chief financial officer of Madison River Communications before its merger with CenturyLink (now Lumen).

Sunu has served on numerous boards, including as chairman and vice chairman of Electric Lightwave. He holds a Juris Doctor from the University of Illinois College of Law and a Bachelor of Arts in Public Administration and Accounting from the University of Illinois. Sunu has held several professional certifications and licenses during his career, including as a member of the Bar and as a certified public accountant, both in the State of Illinois.

Drew Smith, Chief Financial Officer & Treasurer

Drew Smith was appointed chief financial officer and treasurer for Windstream in 2022. He is responsible for overseeing Windstream's accounting, finance, capital planning, tax, procurement, audit, investor relations and treasury teams.

He has held numerous leadership roles within the company since joining in 2008. He most recently served as executive vice president of financial planning and treasurer for Windstream where he oversaw financial forecasting and planning, treasury and capital market functions and debt management as well business development for the company. Prior to this, Drew served as president of consumer and small and medium-sized business services. He also has held senior leadership roles in access management, carrier relations and service delivery.

Smith holds a bachelor's degree in business administration from the University of Central Arkansas. He is a Certified Public Accountant (inactive).

Kristi Moody, Executive Vice President, General Counsel & Chief Compliance Officer

Kristi Moody is executive vice president, general counsel and chief compliance officer for Windstream. Moody oversees the company's legal affairs, including strategic initiatives, contracts and contingencies, risk management, government affairs, regulatory and ethics compliance, and corporate governance matters. She is currently the executive sponsor of Windstream's employee resource group, Women of Windstream.

Moody joined Windstream in 2006 as senior litigation counsel. She was named vice president of law in 2012 and deputy general counsel in 2013, and served as Windstream's corporate secretary until May 2023.

Prior to joining Windstream, Moody was in private practice for 11 years at Wright, Lindsey & Jennings LLP. She has a juris doctorate from the William H. Bowen School of Law at the University of Arkansas at

Little Rock and a Bachelor of Arts in political science from Louisiana Tech University.

Mary Michaels, Chief Human Resources Officer

Mary Michaels is chief human resources officer at Windstream. She oversees all human resource functions, including compensation, benefits, learning and development, recruiting, employee relations, talent development and employee engagement.

Michaels was most recently Windstream's vice president of compensation and benefits, a position she had held since November 2016. Previously she served as director of investor relations and capital markets and then vice president of investor relations and assistant treasurer for the company. Before that, she served in various finance positions at Alltel Wireless.

Michaels holds a master's degree in business administration and finance from Webster University and a bachelor's degree in business from Tulane University.

Michael Flannery, Windstream Enterprise President

Michael Flannery is president of the Enterprise business unit at Windstream. He is responsible for overseeing all components of the organization and for leading transformative initiatives, fostering a culture of innovation and inclusion and driving better business outcomes for customers.

Flannery is a seasoned business leader with more than 24 years of industry experience, having previously served as chief revenue officer and chief marketing officer of Windstream Enterprise with a proven track record of delivering operational excellence. He joined Windstream in February 2017 from EarthLink, where he was senior vice president and managing director of the small and medium business unit, and previously senior vice president of sales and revenue operations. Prior to EarthLink, Flannery held leadership roles at Level 3 and Global Crossing.

Flannery earned a master's degree in business administration with an emphasis in finance and information systems from the University of Rochester's Simon Business School and a bachelor's degree in accounting from Binghamton University.

Jeff Austin, Chief Network Officer and EVP Network Services

Jeff Austin is chief network officer and executive vice president of network services for Windstream. He is responsible for customer care and service assurance, service delivery, network operations, network engineering and strategy, and field operations where Windstream is a Competitive Local Exchange Carrier, as well as product engineering, operational intelligence, and network automation.

Austin held a variety of leadership positions at Comcast during his 26 years with the company, most recently serving as corporate vice president – Engineering Operations & Network Services, where he led the Comcast One Network Program to integrate and align construction and engineering operations across the enterprise.

He joined Windstream in 2023 as chief technology officer for Windstream's consumer-focused Kinetic business unit. Austin holds a Master of Business Administration from CCU and a Bachelor of Science in Industrial Engineering from Texas Tech University. He is involved as a member and thought leader for multiple industry organizations, including the Society of Cable Television Engineers. In addition, Austin served as a founder and board member for CableHome Business and Technical Team.

Stephen Farkouh – Chief Information Officer

Stephen Farkouh is chief information officer at Windstream. He oversees all aspects of information technology at Windstream and is responsible for partnering with the business to maximize the value of technology investments and drive new opportunity.

Farkouh was previously Windstream's senior vice president of cloud technology and platform development. In that role, he was responsible for the creation of award-winning UCaaS and SD-WAN products, customer self-service web portals and mobile applications, and software integrations.

Farkouh joined Windstream in August 2017 following the acquisition of Broadview Networks where he led numerous transformation programs, including the shift to agile software development methodologies and DevOps.

He has over 30 years' experience applying innovative software to create strategic differentiation and over 10 years' experience working at an executive level. Prior to Windstream, Farkouh worked with Broadview Networks, AT&T, Teleport Communications Group, Objective Systems Integrators, and Bellcore.

Farkouh holds a Master of Science in Electrical Engineering from Princeton University and a Bachelor of Science in Electrical Engineering from Columbia University.

PAETEC iTEL, LLC

Attachment F

Description of Services and Map

A description of the services proposed to be offered, the proposed exact georgraphic areas in which the services shall be offered and a map thereof.

PAETEC ITEL, LLC proposes to be a a resold-based carrier providing Voice over Internet Protocol (VoIP) services statewide. PAETEC ITEL, LLC does not intent to construct any facilities.

PAETEC iTEL, LLC

Attachment G

List of Operating States

A list of other states where the applicant has applied to operate as a telecommunications service provider and/or to offer telecommunications services, a list other states where the applicant is authorized to operate, and a list of states which have denied any requested authority.

PAETEC iTEL, LLC has been authorized to operate as a Voice over Internet (VoIP) service provider in Colorado, Iowa, Indiana, Michigan, Missouri, Nebraska, South Carolina and South Dakota.

PAETEC, iTEL, LLC has applied to operate as a Voice over Internet (VoIP) service provider in California. The application is pending approval.

PAETEC iTEL, LLC has not been denied requested authority in any state.

PAETEC iTEL, LLC

Attachment H

Service Terms & Conditions

PAETEC ITEL, L.L.C. SERVICE TERMS AND CONDITIONS

Together with the Service Agreement and any document incorporated by reference, these terms and conditions (collectively, the "Agreement") apply to all telecommunications and related services ("Services") provided to Customer by PAETEC ITEL, LLC("WIN").

1. Term and Renewal. This Agreement is effective on the date identified on the Service Agreement ("Effective Date") and will continue for the term set forth in the Service Agreement from the last date that Services are installed (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-month terms (each, a "Renewal Term") and WIN reserves the right to increase rates to its then-current rates. If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.

2. Charges for Services. Charges are set forth on the Service Agreement or assessed as Services are used by Customer (i.e., features, installation/repair, including after-hours installation, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third-party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN 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. Installation. Customer must comply with the responsibilities outlined in the Customer Responsibilities for Service Installation Guide and provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment. For Right of Way, unless otherwise agreed in writing by WIN, Customer is responsible for acquiring and maintaining the right-of-way necessary to allow installation and maintenance of Services. Failure to acquire and maintain necessary right-of-way may result in delay of installation or termination of Services by WIN. Upon notice, WIN may make tests and inspections to determine whether Customer is in compliance with the requirements of this Agreement, or for routine and emergency maintenance of the equipment and facilities. WIN may: (i) take action to protect facilities and equipment; (ii) substitute, change, or rearrange any equipment or facility at any time; or (iii) limit or allocate use of existing facilities, as necessary, due to a lack of facilities or causes beyond WIN's reasonable control. By requesting Services from WIN, Customer authorizes WIN to penetrate the external or internal walls of the structure where the Services will be delivered. If Customer rents the structure where Services will be delivered, Customer must obtain, in writing, any approvals necessary from the owner of the structure for penetration of external or internal walls of the structure. If WIN determines that the costs of bringing facilities from the public right-of-way into the structure where the Services will be delivered are excessive, WIN reserves the right to either pass along all or a portion of the expenses to Customer or terminate this Agreement.

4. Billing and Payment; Disputes. Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN 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. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. WIN reserves the right to charge a fee for payments made by credit card. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.

Louisiana customers: The Louisiana Public Service Commission has the authority to review billing and charges for any Customer dispute involving charges for Louisiana jurisdictional services that cannot be resolved with the Company to the Customer's satisfaction. For Louisiana jurisdictional services, irrespective of any conflicting terms set forth in a Service Agreement, late payment charges will not be assessed until 20 days after the billing date. The late payment fee will not exceed 5% of the past due amount and will not be assessed on a previously unpaid late fee.

5. Credit and Deposits. Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.

6. Moves. If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.

7. WIN-Provided and Owned Equipment; Customer Equipment Compatibility. Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN 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 WIN for the cost of any necessary repairs. WIN reserves the right to charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requires Customer to return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the replacement cost of the equipment plus processing and shipping fees, as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.

8. WIN-Provided Software. Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose and Customer acknowledges and agrees that the Software is the exclusive property of WIN or a third-party licensor. Customer may be required to provide WIN with evidence that its use of the software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software, Version 030124 *Windstream Confidential* or install the software on more than one computer at a time; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, distribute the software or otherwise allow third parties to access to use the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

9. Use of Services; Restricted Calling Services. Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: (w) immediately terminate Services; (x) charge Customer long-distance charges and an additional price per minute; (y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, (z) require Customer to pay for the excessive use immediately and make a deposit.

a. Restricted Calling Services. WIN will restrict international long distance and 900/976 calling functionality ("Restricted Calling Services") from Customer's account originating on the WIN-provided Service and will only restore such functionality upon request by an authorized representative of Customer. In the event Customer requests restoration of such functionality, Customer agrees and acknowledges that it is liable for all charges associated with the Restricted Calling Services dialed from Customer's premises or through the use of Customer's WIN account access and/or calling card codes, regardless of whether such use is: (i) authorized by Customer management, (ii) initiated by Customer employees or third parties, or (iii) constitutes or involves frequent activity of any nature. Customer agrees that WIN assumes no liability of any kind with respect to its providing access to Restricted Calling Services via connections from Customer premises and locations where Customer uses WIN Services.

Customer shall indemnify, defend and hold harmless WIN against any and all claims made by the third party provider of Restricted Calling Services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of Restricted Calling Services could result in suspension or interruption of long distance and/or local services provided by WIN, and WIN assumes no liability of any kind with respect to such potential service suspensions or interruptions.

10. Termination/Disconnects. Either party may terminate this Agreement, or cancel/disconnect any individual product(s) and/or service(s) by providing at least forty-five (45) 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 fails to cure within forty-five (45) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (f) impersonates another person, uses obscene or profane language or is

abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.

11. Effect of Termination.

a. Pre-Installation- If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to six (6) months of MRCs or if WIN's costs to other providers are greater than this amount, Customer shall be charged this amount. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).

b. Post-Installation- **IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCS APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM. IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("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 WIN.**

12. Limitation of Liability; Indemnity. FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED CUSTOMER'S MRCS DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IN THE EVENT OF A SERVICE INTERRUPTION OR OUTAGE, WIN'S LIABILITY IS LIMITED TO ANY CREDITS OFFERED PURSUANT TO AN APPLICABLE WIN SERVICE LEVEL AGREEMENT. IN NO EVENT WILL WIN BE LIABLE FOR 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. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY: CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF

CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

13. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN AN APPLICABLE SERVICE LEVEL AGREEMENT, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'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 INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND WIN'S ABILITY TO PROVIDE, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

14. Force Majeure. WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.

15. 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 SERVICE PUBLICATIONS POSTED AT <https://www.windstreamenterprise.com/legal/>; (III) THE CUSTOMER RESPONSIBILITIES FOR SERVICE INSTALLATION GUIDE POSTED AT <https://www.windstreamenterprise.com/wp-content/uploads/2022/07/we-customer-responsibilities.pdf>; (IV) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <https://www.windstreamenterprise.com/legal/use-policy/> AND THE "PRIVACY POLICY" POSTED AT <https://www.windstreamenterprise.com/legal/privacy-policy/>; (V) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; (VI) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE; (VII) APPLICABLE SERVICE LEVEL AGREEMENT(S) AND (VIII) ANY PRODUCT-SPECIFIC TERMS AND CONDITIONS SCHEDULES POSTED AT <https://www.windstreamenterprise.com/service-terms-and-conditions>. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any product-specific terms and conditions schedules, click-through agreements for applicable Services, any applicable Service Level Agreement(s), the Tariffs and the FCC or state Service Publications, the Customer Responsibilities for Service Installation Guide and then the Acceptable Use and Privacy Policies. WIN reserves the right to modify these terms and conditions and/or any of these documents incorporated by reference from time to time.

16. Miscellaneous. (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. The parties may also execute this Agreement via a verifiable electronic signature. 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 WIN employee or agent; (b) **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 Agreement or to WIN, Attn: Windstream Enterprise Services, P.O. Box 25310, Little Rock, AR 72212, or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the WIN online portal at www.we.windstreamonline.com, or by calling 1-800-600-5050. Any other means of providing notice of disconnection is void and has no effect, even if actually received by WIN. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law**: Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles, except that for Louisiana jurisdictional services only, this Agreement is governed and interpreted by the laws of Louisiana; (d) **Waiver of Jury Trial**: EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations**: Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment**: On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership; (g) **Third Party Beneficiaries**: No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver**: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability**: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival**: Sections 7, 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes**: Handwritten changes are not binding on either party; (l) **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 WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality**: Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

17. Service Specific Terms and Conditions.

HIPAA Compliance. Customer is responsible for informing WIN in writing if: (i) Customer is a Covered Entity or Business Associate (both as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")); and (ii) Customer Content includes Protected Health Information ("PHI") (as defined in HIPAA). If Customer notifies WIN that it is a Covered Entity or Business Associate and that Customer Content includes PHI, and WIN determines that, based on such notification, it is rendered a Business Associate, then the parties will execute WIN's Business Associate Agreement. If Customer does not so notify WIN, then WIN will have no obligation to provide the Services in compliance with HIPAA.

Security Compliance Audits. Unless stated otherwise in writing by WIN via an addendum to this Agreement, any Services or equipment provided by WIN are outside the scope of any security audits performed by Customer or its agents. While WIN Sales representatives can help Customer with

incorporating our Services and equipment as component parts of a compliant overall security strategy, WIN makes no representations that its Version 030124 *Windstream Confidential* Services or equipment are compliant with industry-specific guidelines, regulations, or laws including, but not limited to, Payment Card Industry Standards, the Health Insurance Portability and Accountability Act, and/or Sarbanes-Oxley. **Cellular Broadband and Overages.** Windstream Cellular Broadband service is not considered a dedicated account and is subject to the terms and conditions of WIN's Acceptable Use Policy. In the event Customer that selects cellular wireless service as a secondary access method, unless otherwise agreed: (i) for pooled capacity, Customer will be charged for usage in excess of such pooled capacity at \$0.02 per MB, or (ii) for nonpooled capacity, Customer will not be charged overage fees, but may have data transmission speeds reduced as defined by the applicable service plan. Overage fees will be billed in arrears and may be charged up to twelve (12) months after the overage occurs.