

## MachLink® WiMax Wireless Program 24 Month Service Agreement



This Agreement governs the terms and conditions of Muscatine Power and Water (MP&W) communication services included within the MachLink® WiMax wireless program and your obligations in order to participate in the program. The terms of this Agreement supplement any other terms and conditions contained in MP&W's Communications Utility Service Rules ("Service Rules") and the standard Service Agreement Terms and Conditions. When you sign below, you represent that you are at least 18 years old and are legally able to enter into this Agreement.

1. ELIGIBILITY. The MachLink® WiMax wireless program is available to rural customers who cannot receive MPW Digital TV or MachLink internet services. MachLink® WiMax wireless service involves installation of a receiver and other equipment on your property. Not all properties are able to be serviced with MachLink® WiMax wireless as terrain, natural and man-made obstructions may limit or prevent signal from reaching all locations. Maximum speeds determined by site analysis and may be limited in some situations. MP&W recommends that Customer provide a 3 prong grounded power outlet for the receiver/equipment. Warranty Plus Protection is an optional additional service but certain restrictions apply.

2. **TWO-YEAR SERVICE AGREEMENT REQUIRED.** In exchange for receiving MachLink® WiMax wireless communication services from Muscatine Power and Water and providing the necessary equipment to you in accordance with the applicable terms of service, you agree to continuously subscribe to Muscatine Power and Water Communication services for 24 consecutive months (the "Term"), beginning with the date this signed Agreement is received and processed by MP&W (the "Acceptance Date").

## 3. FEES FOR EARLY TERMINATION OF THIS SERVICE AGREEMENT.

4.1. **Early Termination Fee**. If your MPW account is disconnected <u>for any reason</u> before the expiration of the Term, you will owe MP&W an early termination fee as calculated below ("ETF") and that ETF will be charged on your MP&W Communications Services account. The applicable ETF is reduced for every month that you honor your subscription commitment.

| Months in   | ETF | Months in    | ETF |
|-------------|-----|-------------|-----|-------------|-----|-------------|-----|--------------|-----|
| the Program |     | the Program |     | the Program |     | the Program |     | the Program  |     |
| Less than 1 | 250 | 5           | 200 | 10          | 150 | 15          | 100 | 20           | 50  |
| 1           | 240 | 6           | 190 | 11          | 140 | 16          | 90  | 21           | 40  |
| 2           | 230 | 7           | 180 | 12          | 130 | 17          | 80  | 22           | 30  |
| 3           | 220 | 8           | 170 | 13          | 120 | 18          | 70  | 23           | 20  |
| 4           | 210 | 9           | 160 | 14          | 110 | 19          | 60  | 24           | 10  |
|             |     |             |     |             |     |             |     | More than 24 | 0   |

4.2. Exceptions. You will not be charged the ETF if you are able to prove that: (a) your residence was converted to a MP&W Bulk Property account; (b) the Customer on the account is deceased; (c) you move within the service area for MachLink® WiMax wireless and maintain at least the same level of MachLink® WiMax wireless service for the duration required under this Agreement or (d) you move to an address that can be served by MachLink® Internet services and establish such similar internet services for the duration required under this Agreement. In case of a move within the MPW Communication service territory, you must immediately notify MP&W of the new service, order installation, and be reconnected with MPW Communication services as described above within four (4) weeks of the change of service to the new address or an ETF will be incurred.

4.3. No Waiver for Vacation/EZ Hold Disconnection. There must not be any disruption of services at the same address during the Term or you will incur the ETF.

## 4. MP&W RIGHTS AND RESERVATIONS.

**5.1. Service Changes.** MPW Communications may, from time-to-time, in its sole discretion, add, change or otherwise modify the services included in your communications service offering and may change or rename the

service tier you may be on. You acknowledge and agree that any such changes will not modify, alter, or release you of your obligations under this Agreement.

**5.2. MP&W Termination Right**. MP&W may, without notice, limit, suspend or end this Agreement for any good cause, including, but not limited to: if MP&W believes you: (a) breached this Agreement; (b) used any of your MP&W services for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any U.S. governmental agency; (c) stole from or lied to us; (d) are unable to pay us or go bankrupt; (e) threatened, harassed, or used vulgar and/or inappropriate language toward our representatives; (f) interfered with our operations; (g) use any of your MP&W services in a way that negatively affects our network or other customers; or, (h) violate any of the MP&W Service Rules, Service Agreement Terms and Conditions, Acceptable Use Policy or any other applicable MP&W policies.

## 5. GENERAL TERMS.

6.1. No Waiver. MP&W's failure at any time to insist upon strict compliance with any of the provisions of this Agreement will not constitute a waiver of such terms in the future.

6.2. **No Assignment.** You cannot assign this Agreement or any of your rights and duties under it. MP&W may assign all or part of this Agreement or your debts to MP&W under this Agreement without notice, and you agree to make all subsequent payments as instructed.

6.3. Entire Agreement. This Agreement is the entire and only agreement between the parties relating to the subject matter hereof, supersedes all prior agreements and understandings between the parties with regard to its subject matter with the exception of MP&W's Service Agreement Terms & Conditions, Service Rules, and applicable policies/procedures. This Agreement may not be amended or modified unless mutually agreed upon in writing by both parties.

6.4. **Severability.** In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

6.5. Governing law and Jurisdiction. This Agreement shall be governed by the laws of the State of Iowa (except Iowa law with respect to conflicts of law). The parties acknowledge that MP&W is subject to applicable open records laws for Iowa public entities. Certain information regarding the transaction contemplated hereunder may be subject to public inspection or disclosure. Any suit regarding this Agreement must be brought in the Iowa District Court for Muscatine County.

6.6. **Collection Fees.** If a suit or action is instituted by MP&W in connection with any controversy arising out of this Agreement, you agree to pay or reimburse MP&W for all collection costs, including attorney fees, court costs and collection expenses incurred by MP&W in any such action or proceeding.

6.7. **Counterparts.** This Agreement may be executed in any number of counterparts, and all counterparts taken together shall be deemed to constitute one and the same instrument and shall be effective when you and MP&W have each signed a copy thereof (whether the same or different copies). Facsimile or other mechanically reproduced signatures are intended by the parties to have the same effect as handwritten signatures for all purposes under this Agreement.

6.8. **Customer Service Representatives Available.** If you believe that any aspect of this Agreement is contrary to your understanding of your agreement with MP&W, please contact your local customer service representative at the number set forth in your MP&W bill statement.

|   | Date:                          |       |  |  |  |  |
|---|--------------------------------|-------|--|--|--|--|
| Customer Signature                          | Print Customer Name            |       |  |  |  |  |
| Customer Address                            | Customer Phone Number          | Email |  |  |  |  |
|   |                                | Date: |  |  |  |  |
| MP&W Representative Signature               | MP&W Representative Print Name |       |  |  |  |  |
| Copy to Customer and Original to MP&W File. | Form created L&RS 03/2         | 2015  |  |  |  |  |