



**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 for any reason 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 the Program	ETF	Months in the Program	ETF	Months in the Program	ETF	Months in the Program	ETF	Months in the Program	ETF	
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

