# CITY OF PARKER
# AGENDA ITEM SUMMARY

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| 1. *DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:* | 2. *MEETING DATE:* |
|---|---|
| **Public Works** | June 6, 2023 |

**WOW Internet Service**

4. *IS THIS ITEM BUDGETED (IF APPLICABLE)*

**YES** ☐ **NO** ☐ **N/A X**

Requesting to begin contract with WOW for internet service located at PEEP Park – this will service the Sports Park as well. Price included in documentation.

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AGENDA ITEM # 4

WOW! Business

# BUSINESS SERVICE ORDER

**Business:** City of Parker Peep Park
**Account #:**
**Contact:** Jami Hinrichs

**Phone:** (850) 871-4104
**Fed Tax ID:**
**Email:** jhinrichs@cityofparker.com

**Date:** 5/18/2023
**Quote #:**

**PHYSICAL ADDRESS**
4700 LAKE DR
PARKER FL 32404

**BILLING ADDRESS**
1001 W Park St
Parker FL 32404

**CONTRACT TERM**
24 month(s)

**SALES REP**
Michelle Zenone
(850) 381-5634
michelle.zenone@wowinc.com

| Product | Line Description | New/ Existing | Qty | Sales Price | Install Fees | Monthly Charges |
|---|---|---|---|---|---|---|
| **Data** | | | | | | |
| HSI Modem Rental with WIFI | Modem Rental with WIFI enabled | New | 1 | $11.00 | $0.00 | $11.00 |
| 6-Month Free Modem Promo | 6 months Free Modem, new customers only, 60Mbps and higher | New | 1 | ($11.00) | $0.00 | ($11.00) |
| Performance High Speed Internet 120/15 | High Speed Internet 120mbps/15mbps | New | 1 | $54.99 | $0.00 | $54.99 |
| | | | | **Total:** | $ 0.00 | $ 54.99 |
| **Setup/Install Fees** | | | | | | |
| Coax Installation Charge - 1 Product | Installation Charge to install/activate a single Coax product ( Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge. | New | 1 | $0.00 | $0.00 | $0.00 |
| | | | | **Total:** | $ 0.00 | $ 0.00 |
| *Pricing subject to approval after internal review* | | | | **Total:** | **$ 0.00** | **$ 54.99** |

| | |
|---|---|
| **Promotional Offer Details** | Promo: 120M HSD for 60M Price - Special monthly discount for 120M HSD. All markets. Other restrictions may apply. |
| **Promotional Offer Details** | Promo: One Month Free with HSI - One Month MRC on Internet to qualifying businesses when they purchase high speed Internet service from WOW. The One Month Free MRC offer will apply on the new customer's first bill and the credit may be spread across two bills depending on the billing cycle. One Month free applies to internet MRC only. The customer must specify this offer when ordering service. Valid to new WOW!Business customers only. Customer agrees that it will pay to WOW!Business the amount that has been credited to its account in the event of an early termination of the WOW Agreement that results in the imposition of an early termination. Other restrictions may apply. |

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than $20/mo without further authorization from you.

_____(Initials)

WOW! Business

# WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

**1. Subscription to Services.** By signing this Agreement (either manually or electronically), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at http://www.wowforbusiness.com/policies-and-terms, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at http://www.wowforbusiness.com/policies-and-terms (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911.YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW,

WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. INTERNET SPEED LIMITATIONS.** WOW! PROVISIONS ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS THAT ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS AND MODEMS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; AND THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER AND MODEM. INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE. YOU UNDERSTAND AND AGREE THAT THE OPTIONAL WIRELESS FAILOVER SERVICE OFFERED BY WOW! IN SOME AREAS WILL IMPACT THE EXPECTED AND ACTUAL SPEED OF YOUR INTERNET SERVICE.

**8. WOW! Business Continuity/Wireless Failover.** Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed. Service is for devices that provide essential business data traffic and use dynamic IP addresses. The service does not support devices with static IP addresses.

**9. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**10. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**11. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**12. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**13. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty

(30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**14. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**16. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**17. Restrictions on Resale and Other Use.** Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

**18. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**19. Satisfaction Guarantee for High Speed Internet, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Line or (iii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**20. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

**21. Use of Electronic Signatures and Records.** The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

WOW! Business

**22. Electronic Communications.** You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

**IN WITNESS WHEREOF, the Parties hereto have executed (by signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as shown below.**

WOW! INTERNET, CABLE AND PHONE

Signature: _____

Date: _____

Print Name: Michelle Zenone

Title: Senior Field Sales Executive

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Address: 4700 LAKE DR PARKER FL 32404

Phone: (850) 871-4104

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing, verbally agreeing and/or use of the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at http://www.wowforbusiness.com/network-management; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at http://www.wowforbusiness.com/policies-and-terms .

**PIN #** ____ ____ ____ ____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.