



### WOW! BUSINESS CUSTOMER AGREEMENT

WOW! Internet, Cable and Phone shall provide and Village of Palos Park ("Customer") desires to purchase from WOW! 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"), on the terms and conditions set forth herein. We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority as "WOW!", "we", "us", or "our".

1. **Subscription to Services.** By signing 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 located at <http://www.wowway.biz> (the "General Terms"), which may be modified by WOW! from time to time, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies adopted by WOW! and communicated to Customer, including the Acceptable Use Policy located at <http://www.wowway.biz> (the "AUP"), which may be modified by WOW! from time to time, and which AUP is incorporated herein by reference and made a part of this Agreement. The parties agree that, in the event of a conflict between the terms and conditions of this Customer Agreement and the General Terms, the General Terms shall control. Notwithstanding anything to the contrary in this Agreement or the General Terms, WOW! may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in this Agreement may, under applicable law, be superseded in whole or in part by the terms and conditions of the Tariffs (including all applicable regulatory orders, rules, and regulations associated with services provided under Tariff). If WOW! voluntarily or involuntarily cancels or withdraws a tariff, or if a tariff expires or is otherwise terminated, under which a Service is provided to Customer, the Service will thereafter be provided pursuant to this Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation, withdrawal, expiration or termination.

3. **PHONE SERVICE E911 NOTICE.** IF YOU ARE SUBSCRIBING TO WOW!'S 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 BACK-UP POWER SOURCES. WOW! PROVIDES A BATTERY BACK-UP THAT WILL LAST UP TO 4 HOURS WHEN FULLY CHARGED; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT MODEM WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. 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.

4. **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.

5. **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.

6. **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. Customers should not print their new number on stationery or cards until after the install is complete.

7. **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 charges made for the listing itself.

8. **Term, Renewal and Early Termination.** The term of this Agreement shall be for 36 months (if the term is not specified, the term is month to month), beginning on the Commencement Date (the "Initial Term"). This Agreement shall automatically be renewed for successive terms (each a "Renewal Term") equal in length to the selected Initial Term unless either party expresses its intention not to renew the Agreement in writing to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term hereof. If WOW! terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be those reasonable expenses and costs incurred by WOW! through the date of termination including but not limited to any third party costs incurred by WOW!, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to 50% of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from WOW!, if less than twelve months) purchased from WOW! multiplied by the number of months remaining in the Term of this Agreement, plus any other related reasonable expenses of WOW! including, but not necessarily limited to, waived installation charges, discounts or credits or competitive contract buyout charges. 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.

9. **Your Obligations Upon Termination.** The Agreement is subject to termination in accordance with the General Terms. You agree that upon termination of the Agreement, you will: (i) immediately cease use of the Service and the WOW! Equipment, and uninstall and destroy all copies of any software provided to you to access the Service; (ii) pay in full for use of the Service and the WOW! Equipment up to the later of the effective date of termination of the Agreement or the date on which the Service is disconnected and the WOW! Equipment is returned. You agree to pay on a pro-rated basis for any use of the WOW! Equipment or Service for a part of a month; (iii) pay the applicable early termination charge; and (iv) return the WOW! Equipment to us.

10. **Access to Premises and Installation of System.** Customer grants WOW! the right 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 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.

11. **General Use Policies, Limitations and Restrictions.** Customer agrees that: (i) the Services provided by WOW! will be utilized solely in accordance with all applicable laws and regulations and for Customer's use; (ii) Customer shall not sell, resell sublease, assign, license, sublicense, share, provide, or utilize in conjunction with or otherwise offer or make the Services available to other users, service locations or tenants, and shall not charge others to use the Services, in whole or in part, directly or indirectly, or on a bundled or unbundled basis; and (iii) Customer will adhere to the AUP, and any other WOW! policies, rules and regulations provided to Customer. Customer is responsible in all respects (including all payment obligations) for all use of its Account in all circumstances, including under any screen name or password by any person (a "user"), and even if incurred as the result of fraudulent or unauthorized use of the Services. Customer further acknowledges and agrees that it is solely responsible and liable for any and all breaches of this Agreement, whether the breach is the result of use of the Services and/or any WOW! Equipment or software by Customer, its employees, agents, or other users. WOW! reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent, illegal or unauthorized use by Customer or any other user.

12. **Limitation of Liability, Warranty Disclaimers and Indemnification.** Our services are subject to the limitation of liability, warranty disclaimer and indemnification provisions of the General Terms.

13. **Commercial Use Restrictions.** 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.



14. **Modifications.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!.

**IN WITNESS WHEREOF,** the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

**WOW! INTERNET, CABLE AND PHONE**

**Village of Palos Park**

By: *Rachel Walters*  
Print Name: Rachel Walters  
Title: Account Executive  
Date: 9/29/10

By: *John F. Mahoney*  
Print Name: John F. Mahoney  
Title: Mayor  
Date: September 28, 2010  
Service Address: 12101 Southwest Hwy  
Palos Park, IL 60464  
Phone Number: 708-448-2700

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) THIS AGREEMENT IS CONTINGENT UPON WOW!'S ENGINEERING REVIEW TO DETERMINE THE SERVICEABILITY OF THE PREMISES; (ii) I am at least 18 years of age and the owner of or tenant in the premises at the service location address above and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (iii) I have read and understood the PHONE SERVICE E911 NOTICE and CPNI APPROVAL contained herein; and (iv) I have read, understood and agree to the contractual terms set forth in this Agreement. The General Terms and use policies can be found at <http://www.wowway.biz>.



**SUMMARY OF SERVICES**

Contact Email:

Quote Number: O6U9A000MFD

Date: 9/13/2010

Attention: Kathy May

Telephone: 708-448-2700

Billing Customer Name: Village of Palos Park

Billing Address: 12101 Southwest Hwy, Palos Park, IL 60464

Service Address: 12101 Southwest Hwy, Palos Park, IL 60464

Sales Representative: Rachel Walters

Sales Rep Telephone: 812-437-0779

Sales Rep Email: r\_walters@wideopenwest.com

Sales Rep Fax:

Below are the services you have agreed to install with WOW! for a 36-month term.

Service Description	Quantity	Price	Discount	NET
SM/1M XCelrate	1	\$45.00	0.20	\$36.00
Cable Modem	1	\$2.50	0.00	\$2.50

**Total Monthly Charges: \$38.50**

(Excludes applicable taxes and FCC charges)

Phone & HSD rates are guaranteed for the term. Cable TV service rates are not guaranteed for the term of the customer agreement and are subject to an annual rate increase. Contract term discounts and bundled service discounts are guaranteed for the duration of the agreement.

Customer Initials 

Sales Representative: Rachel Walters

Approved By \_\_\_\_\_



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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.

5. **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.

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7. **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 charges made for the listing itself.

8. **Term, Renewal and Early Termination.** The term of this Agreement shall be for **36 months** (if the term is not specified, the term is month to month), beginning on the Commencement Date (the "Initial Term"). This Agreement shall automatically be renewed for successive terms (each a "Renewal Term") equal in length to the selected Initial Term unless either party expresses its intention not to renew the Agreement in writing to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term hereof. If WOW! terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be those reasonable expenses and costs incurred by WOW! through the date of termination including but not limited to any third party costs incurred by WOW!, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to 50% of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from WOW!, if less than twelve months) purchased from WOW! multiplied by the number of months remaining in the Term of this Agreement, plus any other related reasonable expenses of WOW! including, but not necessarily limited to, waived installation charges, discounts or credits or competitive contract buyout charges. 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.

9. **Your Obligations Upon Termination.** The Agreement is subject to termination in accordance with the General Terms. You agree that upon termination of the Agreement, you will: (i) immediately cease use of the Service and the WOW! Equipment, and uninstall and destroy all copies of any software provided to you to access the Service; (ii) pay in full for use of the Service and the WOW! Equipment up to the later of the effective date of termination of the Agreement or the date on which the Service is disconnected and the WOW! Equipment is returned. You agree to pay on a pro-rated basis for any use of the WOW! Equipment or Service for a part of a month; (iii) pay the applicable early termination charge; and (iv) return the WOW! Equipment to us.

10. **Access to Premises and Installation of System.** Customer grants WOW! the right 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 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.

11. **General Use Policies, Limitations and Restrictions.** Customer agrees that: (i) the Services provided by WOW! will be utilized solely in accordance with all applicable laws and regulations and for Customer's use; (ii) Customer shall not sell, resell sublease, assign, license, sublicense, share, provide, or utilize in conjunction with or otherwise offer or make the Services available to other users, service locations or tenants, and shall not charge others to use the Services, in whole or in part, directly or indirectly, or on a bundled or unbundled basis; and (iii) Customer will adhere to the AUP, and any other WOW! policies, rules and regulations provided to Customer. Customer is responsible in all respects (including all payment obligations) for all use of its Account in all circumstances, including under any screen name or password by any person (a "user"), and even if incurred as the result of fraudulent or unauthorized use of the Services. Customer further acknowledges and agrees that it is solely responsible and liable for any and all breaches of this Agreement, whether the breach is the result of use of the Services and/or any WOW! Equipment or software by Customer, its employees, agents, or other users. WOW! reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent, illegal or unauthorized use by Customer or any other user.

12. **Limitation of Liability, Warranty Disclaimers and Indemnification.** Our services are subject to the limitation of liability, warranty disclaimer and indemnification provisions of the General Terms.

13. **Commercial Use Restrictions.** 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.



14. **Modifications.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOWI Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOWI.

**IN WITNESS WHEREOF,** the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

**WOWI INTERNET, CABLE AND PHONE**

**Village of Palos Park**

By: *Rachel Walters*  
Print Name: Rachel Walters  
Title: Account Executive  
Date: 9/29/10

By: *John F. Mahoney*  
Print Name: John F. Mahoney  
Title: Mayor  
Date: September 28, 2010  
Service Address: 8999 W. 123rd Street  
Palos Park, IL 60464  
Phone Number: 708-448-2700

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) THIS AGREEMENT IS CONTINGENT UPON WOWI'S ENGINEERING REVIEW TO DETERMINE THE SERVICEABILITY OF THE PREMISES; (ii) I am at least 18 years of age and the owner of or tenant in the premises at the service location address above and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (iii) I have read and understood the PHONE SERVICE E911 NOTICE and CPNI APPROVAL contained herein; and (iv) I have read, understood and agree to the contractual terms set forth in this Agreement. The General Terms and use policies can be found at <http://www.wowway.biz>.



**SUMMARY OF SERVICES**

Contact Email:

Quote Number: O6UJ9A000MOC

Date: 9/13/2010

Attention: William

Telephone: 708-546-4935

Billing Customer Name: Village of Palos Park

Billing Address: 8999 W. 123rd Street, Palos Park, IL 60464

Service Address: 8999 W. 123rd Street, Palos Park, IL 60464

Sales Representative: Rachel Walters

Sales Rep Telephone: 812-437-0779

Sales Rep Email: r\_walters@wideopenwest.com

Sales Rep Fax:

Below are the services you have agreed to install with WOW! for a 36-month term.

Service Description	Quantity	Price	Discount	NET
Basic Cable	1	\$54.75	1.00	\$0.00
Static IP - 5 Block	1	\$10.00	0.00	\$10.00
Cable Modem	1	\$2.50	0.00	\$2.50
8M/1M Xpress	1	\$60.00	0.20	\$48.00

**Total Monthly Charges: \$60.50**

(Excludes applicable taxes and FCC charges)

Phone & HSD rates are guaranteed for the term. Cable TV service rates are not guaranteed for the term of the customer agreement and are subject to an annual rate increase. Contract term discounts and bundled service discounts are guaranteed for the duration of the agreement.

Customer Initials 

Sales Representative: Rachel Walters

Approved By \_\_\_\_\_





**WOW! BUSINESS CUSTOMER AGREEMENT**

WOW! Internet, Cable and Phone shall provide and **PALOS PARK, VILLAGE OF** ("Customer") desires to purchase from WOW! 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"), on the terms and conditions set forth herein. We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority as "WOW!", "we", "us", or "our".

1. **Subscription to Services.** By signing 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 located at <http://www.wowway.biz> (the "General Terms"), which may be modified by WOW! from time to time, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies adopted by WOW! and communicated to Customer, including the Acceptable Use Policy located at <http://www.wowway.biz> (the "AUP"), which may be modified by WOW! from time to time, and which AUP is incorporated herein by reference and made a part of this Agreement. The parties agree that, in the event of a conflict between the terms and conditions of this Customer Agreement and the General Terms, the General Terms shall control. Notwithstanding anything to the contrary in this Agreement or the General Terms, WOW! may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in this Agreement may, under applicable law, be superseded in whole or in part by the terms and conditions of the Tariffs (including all applicable regulatory orders, rules, and regulations associated with services provided under Tariff). If WOW! voluntarily or involuntarily cancels or withdraws a tariff, or if a tariff expires or is otherwise terminated, under which a Service is provided to Customer, the Service will thereafter be provided pursuant to this Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation, withdrawal, expiration or termination.

3. **PHONE SERVICE E911 NOTICE.** IF YOU ARE SUBSCRIBING TO WOW!'S 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 BACK-UP POWER SOURCES. WOW! PROVIDES A BATTERY BACK-UP THAT WILL LAST UP TO 4 HOURS WHEN FULLY CHARGED; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT MODEM WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. 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.

4. **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.

5. **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.

6. **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. Customers should not print their new number on stationery or cards until after the install is complete.

7. **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 charges made for the listing itself.

8. **Term, Renewal and Early Termination.** The term of this Agreement shall be for **36 months** (if the term is not specified, the term is month to month), beginning on the Commencement Date (the "Initial Term"). This Agreement shall automatically be renewed for successive terms (each a "Renewal Term") equal in length to the selected Initial Term unless either party expresses its intention not to renew the Agreement in writing to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term hereof. If WOW! terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be those reasonable expenses and costs incurred by WOW! through the date of termination including but not limited to any third party costs incurred by WOW!, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to 50% of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from WOW!, if less than twelve months) purchased from WOW! multiplied by the number of months remaining in the Term of this Agreement, plus any other related reasonable expenses of WOW! including, but not necessarily limited to, waived installation charges, discounts or credits or competitive contract buyout charges. 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.

9. **Your Obligations Upon Termination.** The Agreement is subject to termination in accordance with the General Terms. You agree that upon termination of the Agreement, you will: (i) immediately cease use of the Service and the WOW! Equipment, and uninstall and destroy all copies of any software provided to you to access the Service; (ii) pay in full for use of the Service and the WOW! Equipment up to the later of the effective date of termination of the Agreement or the date on which the Service is disconnected and the WOW! Equipment is returned. You agree to pay on a pro-rated basis for any use of the WOW! Equipment or Service for a part of a month; (iii) pay the applicable early termination charge; and (iv) return the WOW! Equipment to us.

10. **Access to Premises and Installation of System.** Customer grants WOW! the right 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 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.

11. **General Use Policies, Limitations and Restrictions.** Customer agrees that: (i) the Services provided by WOW! will be utilized solely in accordance with all applicable laws and regulations and for Customer's use; (ii) Customer shall not sell, resell sublease, assign, license, sublicense, share, provide, or utilize in conjunction with or otherwise offer or make the Services available to other users, service locations or tenants, and shall not charge others to use the Services, in whole or in part, directly or indirectly, or on a bundled or unbundled basis; and (iii) Customer will adhere to the AUP, and any other WOW! policies, rules and regulations provided to Customer. Customer is responsible in all respects (including all payment obligations) for all use of its Account in all circumstances, including under any screen name or password by any person (a "user"), and even if incurred as the result of fraudulent or unauthorized use of the Services. Customer further acknowledges and agrees that it is solely responsible and liable for any and all breaches of this Agreement, whether the breach is the result of use of the Services and/or any WOW! Equipment or software by Customer, its employees, agents, or other users. WOW! reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent, illegal or unauthorized use by Customer or any other user.

12. **Limitation of Liability, Warranty Disclaimers and Indemnification.** Our services are subject to the limitation of liability, warranty disclaimer and indemnification provisions of the General Terms.

13. **Commercial Use Restrictions.** 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.



14. **Modifications.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!.

**IN WITNESS WHEREOF,** the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

**WOW! INTERNET, CABLE AND PHONE**

**PALOS PARK, VILLAGE OF**

By: Rachel Walters  
Print Name: Rachel Walters  
Title: Account Executive  
Date: 9/29/10

By: John F. Mahoney  
Print Name: John F. Mahoney  
Title: Mayor  
Date: September 28, 2010  
Service Address: 8999 W 131ST ST  
PALOS PARK, IL 604640000  
Phone Number: 708-448-2700

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) THIS AGREEMENT IS CONTINGENT UPON WOW!'S ENGINEERING REVIEW TO DETERMINE THE SERVICEABILITY OF THE PREMISES; (ii) I am at least 18 years of age and the owner of or tenant in the premises at the service location address above and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (iii) I have read and understood the PHONE SERVICE E911 NOTICE and CPNI APPROVAL contained herein; and (iv) I have read, understood and agree to the contractual terms set forth in this Agreement. The General Terms and use policies can be found at <http://www.wowway.biz>.



Trusted solutions at work.

### SUMMARY OF SERVICES

Contact Email:

Quote Number: O6UJ9A000MOE

Date: 9/13/2010

Attention: Pat Jones

Telephone: 708-671-3706

Billing Customer Name: PALOS PARK, VILLAGE OF

Billing Address: 8999 W 131ST ST, PALOS PARK, IL 604640000

Service Address: 8999 W 131ST ST, PALOS PARK, IL 604640000

Sales Representative: Rachel Walters

Sales Rep Telephone: 812-437-0779

Sales Rep Email: r\_walters@wideopenwest.com

Sales Rep Fax:

Below are the services you have agreed to install with WOW! for a 36-month term.

Service Description	Quantity	Price	Discount	NET
Cable Modem	1	\$2.50	0.00	\$2.50
5M/1M XCelrate	1	\$45.00	0.20	\$36.00

**Total Monthly Charges: \$38.50**

(Excludes applicable taxes and FCC charges)

Phone & HSD rates are guaranteed for the term. Cable TV service rates are not guaranteed for the term of the customer agreement and are subject to an annual rate increase. Contract term discounts and bundled service discounts are guaranteed for the duration of the agreement.

Customer Initials 

Approved By \_\_\_\_\_

Sales Representative: Rachel Walters