

## Muscatine Power and Water Price Pledge Guarantee for MPW Digital TV and MachLink Services

This Price Pledge Guarantee Agreement ("Agreement") governs the terms and conditions of Muscatine Power and Water (MP&W) communication services designated as included within the Price Pledge Guarantee ("PP Services"). The terms in this Agreement are in addition to any other terms and conditions contained in the Communications Utility Service Rules ("Service Rules"), and the Service Agreement Terms and Conditions. When you accept, you represent that you are at least 18 years old and are legally able to enter into this Agreement.

**1. TERM OF PRICE PLEDGE.** You agree to subscribe to all of the PP Services for 24 consecutive months (the "Term"), beginning of the date on this signed Agreement is received and processed by MP&W (the "Acceptance Date").

**2. PRICE PLEDGE GUARANTEE.** During the Term, MP&W agrees to maintain the current pricing structure for the monthly recurring service fees in effect on the Acceptance Date for the PP Services ("the PP"). The PP does not apply to the following fees and charges that may change during the Term: (i) charges for any other MP&W services you receive that are not expressly identified above as part of the PP, (ii) installation and activation fees, (iii) equipment fees (e.g., rental fees for cable modems, digital receivers/remotes, CableCards®), (iv) applicable federal, state, or local taxes, and franchise fees, (v) other surcharges and regulatory cost recovery fees, (vi) charges for pay-per-use services (e.g. Pay Per View and On Demand), and (vii) or charges for premium channels or digital video programming tiers not expressly identified above as part of the PP.

**3. ELIGIBILITY.** The PP is available to residential customers with bundled MPW Digital TV and MachLink cable-modem services with signed two- (2)-year agreement. After 24 months, the prices at the time of renewal will automatically replace previous contractual prices. PP is only available for packages, not a la carte services/products or equipment. MPW Digital TV packages currently include Basic, Select, Preferred, Preferred Xtra, Preferred Plus 1, Preferred Plus 2, Preferred Plus 3, and Ultimate. The MachLink Internet programs that apply currently include MachLink Lite, Turbo, and Mega. Updated packages are published on [www.mpw.org](http://www.mpw.org).

### 4. EARLY TERMINATION FEE; TERMINATION.

**4.1 ETF. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU AGREE TO PAY AN EARLY TERMINATION FEE ("ETF")** If you disconnect any of the PP Services for any reason before the expiration of the Term, the ETF will be reduced by the amount listed below for each complete month that you maintain and pay for the PP Services during the Term. If you Upgrade or Downgrade services, you will pay the prices for your new services at the rate applicable at the start of your Term. Your two- (2)-year Agreement will continue with the same expiration date. An Upgrade is a change in current MP&W communication services to a level above your current level. A Downgrade is a move in MP&W communication services to a level below your current level, but within the parameters of this Agreement (maintaining bundled MPW Digital TV and MachLink cable-modem services), without disconnecting any or all of your MP&W communication services. ETF fee is calculated as follows:

Term	ETF	Prorated Amount
24 Months	\$150	\$6.25/month

**4.2 30-Day Termination Period.** You may terminate this Agreement or terminate any or all of the service(s) you receive for any reason without incurring an ETF by notifying the MP&W customer service department of your termination during the first thirty (30) days of the Term. You are responsible for the prorated portion of the monthly recurring fees for the PP Services and all other charges and fees incurred prior to termination of this Agreement or your termination of any PP Service(s).

**4.3 Special Circumstances/ETF Waiver.** You will not be charged an ETF if you terminate this Agreement, or terminate any of the PP Service(s) at any time during the Term for one of the following reasons: (i) your residence is converted to a MPW bulk property account; (ii) you move outside of the MP&W service area and close your account, (iii) move in with an existing MP&W communications customer, (iv) or are deceased. Additionally, you will not be charged an ETF if you move within the local MP&W service area and maintain the PP Services. In case of a move within MP&W's service territory, you must immediately notify MP&W of the new service, order installation, and be reconnected with MP&W within four- (4)-weeks of the change of service to the new address or an ETF will be incurred.

**4.4 No Waiver for Vacation Disconnection.** Customers who disconnect services for vacation time are ineligible for the PP. There must not be any disruption of services *at the same address* during the Term.

**4.5 Channel Line-Up Changes.** MP&W may, from time-to-time, in its sole discretion, add, change or otherwise modify the channels included in your cable PP Service line up. You acknowledge and agree that any such changes will not modify, alter, or release you of your obligations under this Agreement.

**5. RATES AFTER EXPIRATION OF TERM.** Upon the expiration of the Term, or your termination of any of the PP Services subject to this Agreement, or MP&W's termination of this Agreement, the rates for any PP Services that you continue to receive will automatically increase to MP&W's then-current month-to-month, non-promotional rates for such services. Current pricing information can be found at [www.mpw.org](http://www.mpw.org) or by contacting MP&W.

**6. RENEWAL.** The PP renews automatically at the end of the initial 24-month term for up to two (2) additional two- (2)-year terms. Fees will be adjusted when the contract renews. The fees for any renewal term will be the fees in effect at the time of renewal.

**7. MP&W RIGHT TO TERMINATE THE AGREEMENT.** MP&W may, without notice, limit, suspend **or end** your Agreement for any good cause, including, but not limited to: if MP&W believes you: (a) breached this Agreement; (b) used your PP Service 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; or (e) threatened, harassed, or used vulgar and/or inappropriate language toward our representatives; (f) interfered with our operations; (g) use your Service in a way that negatively affects our network or other customers or (h) violate any of the Service Rules, Service Agreement Terms and Conditions or applicable MP&W policies.

**8. GENERAL TERMS.**

**8.1 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.

**8.2 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.

**8.3 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, and may not be amended or modified unless mutually agreed upon in writing by both parties.

**8.4 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.

**8.5 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.

**8.6 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 the attorney fees and expenses incurred by MP&W in any such action or proceeding.

**8.7 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 the Parties 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.

**8.8 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: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
MP&W Representative

\_\_\_\_\_  
Print Customer Name

\_\_\_\_\_  
MP&W Representative Print Name

Customer Address: \_\_\_\_\_

Customer Phone Number: \_\_\_\_\_