



**AGREEMENT**

This **AGREEMENT** (the "Agreement"), dated as of April 5, 2006 (the "Effective Date") by and between **The City of Racine (customer)** having a principal place of business at 730 Washington, Ave. Racine, WI 53406 and **Time Warner Cable Southeastern Wisconsin ("TWC")** having a principal place of business at **1320 N. Dr. Martin Luther King Drive, Milwaukee, WI 53212**, sets forth the terms upon which TWC will serve the Company with ("Business Class Services") that TWC provides to Company employees ("Company Subscribers") at the Company's and employee's request.

**Payment for Services**

A. **Monthly Subscriber Fees**

- (i) Employees of Company shall pay a Monthly Subscriber Fee (MSF). The full amount of these Monthly Subscriber Fees shall be paid by employee to TWC within thirty (30) days of receipt of TWC's accurate invoice for such fees. TWC will convert Company employees who were pre-existing, installed subscribers of TWC CATV and/or Road Runner to Business Class premium services under this Agreement on the Effective Date of this Agreement, or the date the employee specifies for enrollment.
- (ii) **Road Runner Business Class Services:**  
The MSF for each Subscriber shall be based on the total number of Subscribers receiving Road Runner Business Class Services during such month based on the following:

	<u>Number of Subscribers**</u>	<u>Service</u>	<u>Monthly Subscriber Fee</u>
Private Users	1 to 150	5mbx512kb/tier 1 support	\$40.95
	150 +	5mbx512kb/tier 1 support	\$39.95
		<u>CATV Service</u>	<u>Discount</u>
		DigiPic 1000 service	\$8.00
		DigiPic 2000 service	\$8.00
		DigiPic 4000 service	\$8.00

- All users must subscribe to the Road Runner Business Class High Speed Internet offering to be applicable for the CATV discount. CATV discount will discontinue at time of RRBC HSD termination.
- Price does not include customers choice of Digital Controller
- If base price for each respective CATV service changes, then MSF will be recalculated going forward using discount percentage in the above MSF table. In no case however shall the MSF for CATV Business Class Services under this Agreement exceed the then current monthly fee for standard Business Class CATV Services like product offering made generally available by TWC.

- (iii) The Monthly Subscriber Fee will be recalculated going forward using appropriate discount percentage in the above MSF table. All charges referenced in this Agreement exclude applicable taxes and fees. Employee will be responsible for paying all applicable taxes and fees for service provided to Subscriber and billed to Subscriber hereunder.
- (iv) Company shall have the right to withdraw authorization for service under this Agreement to any Company Subscriber by providing TWC with at least thirty (30) days advance written notice. Should the withdrawal of such authorization occur after TWC has installed Business Class Services at a Company Subscriber's residence pursuant to a prior authorization of such service provided to TWC by Company, billing will revert to standard published residential rates.

B. **Billing Arrangement**

- (i) TWC will produce a bill for employee pursuant to the level of achievement listed above. Additional or optional services, termination of service penalty charges, credit and collection charges, non-standard installation charges, returned check charges will be billed to the Company Subscriber.
- (ii) Employee shall be charged for a full month of service for the month during which installation occurs should such installation occur between the first and fifteenth day of such month. Monthly Subscriber Fees for employee's whose

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installations occur between the sixteenth day and the last day of the month shall commence effective the first day of the following month.

- (iii) TWC will prepare a monthly report for the company's review each month. Items on this report will include: list of each Company Employee, service address for the Company Employee, type of service for each Company Employee, date of service installation, billing cost center and date of service termination. The format of this report is to be determined by mutual agreement of TWC and Company.

C. CATV Services

All new Road Runner Business Class customers who are new subscribers will receive one-month free basic and standard cable service credited on their third month's bill after activation.

**Limitations**

Notwithstanding anything contained herein, the right of each Company employee to subscribe to and receive the Business Class Services shall be subject to such Company employee's executing and remaining in compliance with a subscription agreement with TWC for the services. *Such agreement shall be TWC's standard Cable Modem Subscription Agreement, as the same may be modified, amended and supplemented by TWC from time to time in its sole discretion, and is currently published at [www.bizclass.wi.rr.com](http://www.bizclass.wi.rr.com).* Notwithstanding anything to the contrary, nothing herein is intended to, nor shall in any way limit TWC's right to terminate a subscription agreement with any Company Subscriber for cause, in accordance with the terms of such standard subscription agreement. In such event, upon termination of such standard subscription agreement, TWC shall so notify Company, and the list of employees shall be modified accordingly.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE TWC HIGH SPEED DATA NETWORK, COMPANY'S NETWORK, THE ROAD RUNNER SERVICES, OR A BREACH OF ANY PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

**Term: Termination**

The term of this Agreement (the "Term") shall commence on the date hereof, and shall continue in effect for a period of 36 months.

The City of Racine

Time Warner Cable Southeastern Wisconsin

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

April 5, 2006