

KNOLOGY CUSTOMER SERVICE AGREEMENT

This document, along with your Addendum, describes the terms and conditions under which Knology provides telecommunications, information and other services ("Service" or "Services"), as well as any related equipment ("Equipment") and constitutes the Agreement between you and Knology ("Agreement"). For purposes of this Agreement, "Knology", "We", "Our", or "Us" means such of Knology, Inc., Knology of South Dakota, Inc. and Knology of The Black Hills, LLC, as well as subsidiaries, affiliates and any other person or entity doing business as Knology and providing Services and/or Equipment to You (and any agents of the aforementioned entities, including any billing agents). As a condition of using such Services and/or Equipment, you ("You" or "Your") agree to accept and comply with the terms of service set out in this Agreement. **The terms of this Agreement will apply to all Service(s) and/or Equipment you purchase from Us now, or in the future.**

I. TERMS APPLICABLE TO ALL SERVICES

A. YOUR SERVICE

1. **Description.** We will provide the Services requested by You, as those Services are described by the Addendum.

2. **Service Commitment.**

2.1. Minimum Service Term. If You terminate Service prior to the expiration of the Minimum Service Term associated with the Service option you have selected, You will owe any Termination Fees as described in your Addendum or this Agreement, in addition to such other fees due and payable under this Agreement and any fees for the non-return of equipment.

2.2. Initial Term; Renewal Term. The initial Service Term is specified on the Addendum, unless stated otherwise therein, begins on the date that the Service is activated and available for Your use. Thereafter, this Agreement shall renew automatically for successive periods of one month until terminated by You or Us.

3. **Equipment.** For the duration of Your Agreement, Knology will provide You any Equipment which We offer and which You have requested. You may lease said Equipment, which shall at all times remain Our property. We may, however, in Our sole discretion, permit You to purchase the Equipment. Unless otherwise prescribed in writing, Our only responsibility for installation of the Service is described in Knology's Standard Professional Installation Procedures Guide, which is available to You upon request. Any deviation from the Standard Professional Installation Procedures will result in the installation being classified as a Non-Standard Installation, in which event additional charges will apply. **WE DO NOT REPRESENT, WARRANT OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE OR USE THE**

SERVICES, OR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, TELEVISION, STEREO OR PERIPHERALS. You expressly permit Us to enter the premises at such times as shall be expressly authorized by You, for the purpose of installing, inspecting, maintaining, repairing, or (except for Equipment You own) removing any Equipment we provide to you. We do not offer computer and/or computer peripheral device service or maintenance.

With respect to the Premises, you represent and warrant that you are: (a) the owner of the Premises; or (b) a tenant or other lawful occupant of the Premises who possesses full authority to grant Knology the right to install and maintain its communications network and Equipment. Upon written notice and written approval from City Of Rapid City, You hereby give Knology or its authorized agent(s) the full right and authority to enter onto the Premises for the purpose of installing the Equipment, running wiring through the Premises through internal and exterior walls, and for doing all things necessary and reasonable to install the Equipment and associated facilities, whether for the purpose of telephonic or telegraphic messages or communications, or for the purpose of providing an electrical or other power source for any facilities. You will not remove the Equipment from the location within the Premises where it is installed, or permit anyone else to do so, without Knology's prior written permission. You shall not open, tamper with, make any changes to, or try to repair the Equipment, or permit anyone else to do so, without Knology's prior written permission.

You acknowledge that the Equipment has an actual value greater than its purchase price because it is a means to receive programming not otherwise available to non-subscribers, and you agree to pay Knology \$250.00 for each Digital Box and Remote, \$485.00 for each DVR and Remote, \$560.00 for each HD/DVR and Remote, \$350.00 for each Digital Box High Definition and Remote, and \$75.00 for each modem not returned to Knology upon termination by either you or Knology or the service for which it is required. Should you fail to return the Equipment, you permit Knology to automatically add charges for payment of the Equipment and draft the credit card or bank account that you have left on file with Knology. The failure to return any Equipment at the termination of the Service for which the Equipment was required will also result in Knology's withholding of any deposit still in our possession, and the amount of that deposit will be credited towards the purchase price of the Equipment as those prices are set forth above.

Knology will provide you with a copy of any applicable license agreement prior to Equipment purchase. You will have the right to negotiate the terms directly with any OEM. Certain Equipment may be subject to third-party warranties which may be passed through us to you at no additional charge. Where you have bought and paid for Equipment, we will comply with all reasonable requirements necessary to effect the pass-through of the warranty to you. At its sole option, we may replace defective Equipment on behalf of the manufacturer, provided that you follow all applicable procedures and obtain a Return Materials Authorization (RMA) number. We may, at our option, supply new or reconditioned Equipment to you. We will have no liability whatsoever to you or

to any third party for any liability, loss, damage, or expense arising out of or relating to the use of equipment provided by you or by a third party.

4. EMERGENCY 911 ACCESS. You acknowledge that in the event of power failure, Our Services, including but not limited to, Digital Phone and Matrix, may not be capable of providing all aspects of telecommunications, such as access to emergency 911 services. At Your request, however, We will install and supply a standard telephone line at Our normal retail rates which may perform in the event of a power failure at Your premises. Your affirmative selection of a standard telephone line must appear on Your Addendum or You will be deemed to have refused that option. In the event that You use a Digital Phone or Matrix product to place a call requesting emergency 911 services, You acknowledge that unless You direct emergency personnel (directly or through a dispatcher) to a different address, such personnel attempting to provide emergency services will treat the request as having originated at the address listed on Your Addendum and will proceed to that address only.

B. YOUR RESPONSIBILITIES

5. Use of the Service

5.1. Minimum System Requirements. Your computer(s) or other premises equipment connected must meet certain minimum requirements in order to utilize the Service. It may also be necessary to install inside wiring or other facilities to complete installation of the Service. Any fees for such wiring and/or equipment will be billed to You based on the prevailing hourly rate for Our technicians and the cost of such equipment. You acknowledge that DSL requires a working telephone line and that You are solely responsible for the costs associated, directly or indirectly, with said line (which may be provided by Us as part of a bundle). **OUR LIABILITY, IF ANY, FOR FAILURES IN CABLING, WIRING AND/OR EQUIPMENT, WHETHER CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS, CONTRACTORS AND/OR REPRESENTATIVES OR OTHERWISE, IS EXPRESSLY LIMITED TO A CREDIT FOR THE CHARGES BILLED TO YOU FOR INSTALLATION OF THE SERVICE. NOTWITHSTANDING THE FOREGOING, OUR LIABILITY, IF ANY, FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED BY KNOLOGY INSTALLED CABLING, WIRING, AND/OR EQUIPMENT SHALL BE EXPRESSLY LIMITED TO THE AMOUNT OF COVERAGE PROVIDED BY THE COMBINED LIMIT OF KNOLOGY'S GENERAL LIABILITY AND UMBRELLA LIABILITY INSURANCE POLICIES.** You are obligated to notify Us immediately of any alleged failures in wiring and/or equipment installed by Us for which a credit allowance is desired. Before giving such notice, You are responsible for ascertaining that the trouble is not being caused by any act or omission in Your control, or is not in the wiring or equipment that You have furnished.

5.2. Responsibility for Use. You are responsible for Your own end users and their compliance with these Terms and Conditions.

5.3. Compliance with Laws and Knology Policies. You agree to comply with all applicable federal, state and local laws, rules and regulations in connection with Your use of the Service.

5.4. Multiple Use of Account. Intentionally Left Blank.

5.5. Security. Intentionally Left Blank.

5.6. E-Mail Privacy. Intentionally Left Blank

5.7. Service Credits. Unless otherwise stated in the Addendum or the Price List, if there is an interruption or failure of the Services for at least 24 hours caused solely by Knology and not by You, a third party, or other causes beyond our reasonable control, you may be entitled to a service credit.

6. Fees and Payment

6.1. Fees; Taxes; Charges; Payment Terms; other Charges. All Knology bills are subject to payment within forty-five (45) days of receipt by the City of Rapid City Finance Department without deduction or setoff of any kind. Any representation by a Knology representative contrary to the Agreement does not constitute an offer and thus may be corrected or modified. Recurring monthly fees are due and payable in advance of each monthly billing period for which You have purchased Service. Monthly fees are non-refundable. The initial invoice will include the fee for installation, and may include other applicable non-recurring installation charges including, but not limited to, charges for Equipment and inside wiring.

(a) Statement. Should we offer electronic statements, you must choose to receive, either an electronic or paper bill for Services. You will provide Knology with your name, address, telephone number and, in the case of a business, the name of a designated officer or agent. Should any of your billing information change, you agree to notify Knology within the notice provisions set forth in this Agreement.

(b) Payment. You agree to remit a check, money order, credit card or debit card payment, or electronic funds transfer to the address provided by Knology in your Knology monthly statement, to any Knology local business office or to any electronic payment system adopted by Us. We will apply your payments first to any unpaid interest charges and then chronologically applied to the oldest invoice. If Your check, draft or similar instrument (collectively "check") is returned unpaid by a bank or other financial institution to Us for any reason, we will bill you a bad check charge of up to thirty dollars (\$30.00) or the maximum amount allowed by law. In addition, You are responsible for replacing the returned check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order prior to the payment due date. In such case, the bill is not considered paid until We receive full payment in

immediately available funds. A fee of five dollars (\$5.00) may also apply if you request that a customer service representative cause your account to be debited, if such request is made by telephone.

(c) Late Payment. If payment is not received prior to the due date shown on the bill, You shall be charged a late payment fee of five dollars (\$5.00). If We do not receive payment by the due date We may suspend your Service or terminate this Agreement without notice. Such suspension or termination will not relieve You of your obligation for all billed and accrued charges, plus any Termination Fees. We reserve the right to correct and charge under-billed amounts for a period of ninety (90) days after the incorrect statement was issued.

6.2. Payment Authorization. If you arrange to participate in any electronic or draft payment system We may offer, We may charge Your credit card or debit card (a "Card Payment") or initiate an electronic funds transfer out of Your bank account ("EFT Payment") for payment of all Service fees, any Termination Fees or any other amounts payable under the Agreement. You must provide current, complete, and accurate information for Your billing account and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number). If We are unable to process and receive payment via Your credit or debit card, Your account may be immediately suspended or terminated, and You will remain responsible for all amounts owed Us under this Agreement. Your card issuer agreement governs use of Your credit or debit card payment in connection with the Service, your rights and liabilities as a cardholder, or for any charges related to your use of your charge over your credit limit or similar violations of your card issuer agreement.

6.3. Disputes and Partial Payments. We will make available to You a statement for each billing cycle showing payments, credit purchases and other charges. If You dispute the validity of a charge or need additional information regarding a charge, you must contact Knology within sixty (60) days of receiving the statement containing the charge. Such a dispute will not relieve you of your obligation to pay your full bill on time. We may, but are not required to, accept partial payments from You. If partial payments are accepted, they will be applied first to the oldest outstanding charges. If You send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, We may, but are not required to, accept them, without losing any of our rights to collect all amounts owed by You under this Agreement.

6.4. Reconnection. If Your Service is suspended or terminated due to Your default or violation of this Agreement, We may require before reconnecting service an additional deposit and a reconnection fee. Advance payments will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If You fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Such credit amounts shall not earn or accrue interest.

6.5. Credit Inquiries and Deposits. Upon prior written request and written permission from you, You authorize Us to make inquiries and to receive information

about Your credit experience from others, including credit reporting agencies, enter this information in Your file and disclose this information concerning You to appropriate third parties for reasonable business purposes. If it is determined that you may be a credit risk based on (1) an unsatisfactory credit rating or lack of credit history; (2) a record of late payments for either present or past bills (including Our bills); or (3) prior fraudulent, illegal, or abusive use of any Our services; then as a condition of service we may require that you place a deposit with us or make an advance payment to secure payment for the Services we provide to you. Your deposit and/or advance payment will not exceed the amount of twice the estimated amount of any monthly recurring charges. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the rate of seven percent (7%) or the maximum amount permitted by state law, which shall be added to and considered part of your deposit. If you fail to pay for the Services when due, we may, without providing you notice, apply the deposit to offset the amount you owe us. If you pay your bills by the due date for twelve (12) consecutive billing months, we will credit your account with the deposit. If there is a credit balance on your account after the deposit is applied, we may refund or credit that amount to you. Please allow up to four (4) weeks for the processing of a refunded deposit.

6.6. Credit Limits. Based on your payment history or your credit score obtained from credit reporting agencies, We may set a credit limit on your account at any time. If you exceed your credit limit, we may restrict your access to the Services we provide, such as direct-dialed and operator-assisted long-distance services, calls requiring a 900 or 976 prefix, and pay-per-view cable television services. In the case of telephone service, this restriction on your access to the Services will not affect your access to or use of 911 emergency services.

C. REVISING. CANCELLING OR SUSPENDING YOUR SERVICE

7. Modifications and Terminations

7.1. Modification of the Agreement, Including Price Changes. Intentionally Left Blank.

7.2. Modification of the Service. We may discontinue, add to or revise any or all aspects of the Service in Our sole discretion and with notice, including access to support services, publications and any other products or services ancillary to the Service. We are required, to notify You by e-mail, online via one of more of the websites within the Service or by other electronic notice at least thirty (30) days before any material change in the Service if within Our control or as early as practical if caused by a third party. If You do not agree to such changes, then You must cancel Your subscription and stop using the Service prior to the effective date of such changes. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes.

7.3. Termination by You. You may cancel Your order before the first of the Services ordered is installed, without charge. Service will be considered installed when such service is activated and ready for use, regardless of whether You are actually using such Service or have connected it to any equipment inside Your premises. If You cancel Your order after installation, You will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned Equipment and any Termination Fees. If You have agreed to Service for a specific number of months, You acknowledge that the Termination Fee consists of 75% of the monthly recurring rate in the agreement times the number of months remaining under the term of the Agreement. Any termination notice must be by telephone, in person during normal business hours, or by email, and must be acknowledged in writing. Termination of service after installation shall be effective upon five (5) business days' notice. You may terminate the Services if no action is taken by Us within thirty (30) days of notifying us of any material breach of the Agreement.

7.4. Termination or Suspension by Us. We may modify or terminate service as provided in Section 7.2. In addition to exercising any other rights under law, We may also terminate all Service upon: (a) Your failure to pay a bill by the due date shown on that bill; (b) Your breach or violation of any other material term or provision of the Agreement, provided that within thirty (30) days of notification by Us of a material breach, You fail to correct or otherwise remedy that breach; (c) Your use of the Service in such a way as to cause damage to or degradation of Our Equipment or system; or (d) Your insolvency, appointment of a receiver or trustee for You, Your execution of an arrangement for the benefit of creditors or similar proceeding, or initiation by any party of any other proceeding involving You as debtor under Bankruptcy Code. You acknowledge that if We terminate service pursuant to this Section, You will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned Equipment and any Termination Fees. If You have agreed to Service for a specific number of months, You acknowledge that the Termination Fee consists of 75% of the monthly recurring rate in the agreement times the number of months remaining under the term of the Agreement.

7.5. Post-Termination or Suspension Obligations. Except as provided herein, should your Service, or any portion, be terminated or suspended, all amounts owed for prior Service will become immediately due and payable, in addition to any Termination Fees, and charges will accrue through the date that the suspension, restriction, or cancellation is fully processed by Us. Upon termination or suspension, You shall return all of Our Equipment relating to such Service immediately. You acknowledge that the Equipment has an actual value greater than its purchase price because it is a means to receive programming not otherwise available to non-subscribers, and you agree to pay us \$75.00 for each modem not returned to Us upon termination. Charges for the non-return of other equipment shall be based on a schedule maintained by the Company. Should you fail to return the Equipment, We may automatically add charges for payment of the Equipment and draft the credit card or checking account that You have left on file with

Us for payment. The failure to return any Equipment at the termination of the Service for which the Equipment was required will also result in Us withholding any deposit still in our possession, and the amount of that deposit will be credited towards the purchase price of the Equipment as those prices are set forth above. We retain sole discretion as to whether to allow Service to be reconnected after termination due to a breach or violation of the Agreement. You will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay any Termination Fees and other charges that may be due as a result of or in connection with such cancellation, termination or suspension. You will not, however, be responsible for any Termination Fees in the event of cancellation by Us under Section 7.2 unrelated to a breach or cancellation of this Agreement on your part or Your Termination under Section 7.1 or 7.2 due to a price or term modification that has the effect of increasing the cost of our service to you (other than a tax increase) or materially changing the Service, although you will remain liable for all other accrued, but unbilled charges through the termination date (including any charges paid in advance). Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by You or any user of your account.

D. IMPROPER AND PROPER USE OF YOUR SERVICE

8. Permitted Use and Restrictions on Use.

8.1. Responsibility for Use of the Service. In addition to your other responsibilities under this Agreement, You agree: (i) upon request, to take all actions necessary in order to install and activate the Services; (ii) to provide adequate facilities to house and operate Our equipment; (iii) to not resell the Services to any third party except as provided in 5.4; (iv) to comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services or this Agreement; (v) to be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to your computers, services or other equipment through the Services; (vi) to be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through your facilities, equipment or Service Address; (vii) if a business, partnership or joint account authorize and identify to us at least one individual who is authorized to represent you on any aspect of the Services and your account (including, all requests for moves, additions, deletions or changes to the Services) and to notify us of any changes to the billing address; and (viii) to notify us immediately of any loss of service or other problems with any of the Services.

8.2. Software License. Subject to the terms of this Agreement, We grant You a personal, non-exclusive, nonassignable and nontransferable license to use and display the software provided to You in connection with the Service (including any updates) only for the purpose of accessing the Service ("Software") on any machine(s) which You are authorized to use. Unauthorized copying or reverse engineering of the Software,

including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as We permit in writing. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination of this Agreement and the license.

8.3. Restrictions on Use of the Service. Knology reserves the right to immediately suspend the Service if You knowingly or otherwise engage in any prohibited activity under this Agreement.

8.4. Excess Bandwidth or Disk Space Utilization (Broadband Customers Only) Intentionally Left Blank.

8.5. No Unauthorized Use of Knology Equipment or Software. You are strictly prohibited from altering, modifying, or tampering with the Knology Equipment, Software or Service or permitting any other person to do the same who is not authorized by Knology. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

E. OTHER

9. Use and Control of Information; Service Provider Communication; Content: Ads. You agree that We, in Our reasonable good faith discretion, and without notice, may provide Subscriber and user information and records to (i) the courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, We may maintain and use internally such information and records. As between You and Us, any content or other information, data, or material originated or disseminated by You shall remain Your sole and exclusive property. Nothing herein shall be construed to grant Us any ownership right in, or license to, such content. However, all materials, including, but not limited to, any computer software (in object code and source code form), data or information developed or provided by Us or Our suppliers under this Agreement, and any know-how, methodologies, equipment, or processes We use to provide the Services to You, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Provider Materials") shall remain the sole and exclusive property of Us or Our suppliers. To the extent, if any, that ownership of these materials does not automatically vest in Us by virtue of this Agreement or otherwise, You hereby transfer and assign to Us all rights, title and interest which You may have in and to these materials. Information generated by or in connection with our administration of the Service shall be and remain Our exclusive property. You acknowledge that communications with Us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also

that neither You nor any user shall have any claim with respect to any proceeds from such activities

10. Limited Warranty; Disclaimer of Warranties; Limitation on Damages. THE SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. KNOLOGY DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE EQUIPMENT OR SERVICES. KNOLOGY DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. BROADBAND SPEEDS, VIDEO AND TELECOMMUNICATION TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS OR INFORMATION ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY OUR EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION, VIDEO AND/OR DATA RESIDING ON OR PASSING THROUGH AND/OR OVER THE NETWORK.

WITH RESPECT TO CLAIMS ARISING OUT OF PROVISION OF THE SERVICES OR EQUIPMENT SET OUT IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, UNAUTHORIZED OR ERRONEOUS INCLUSION OR EXCLUSION OF LISTING OR DIRECTORY INFORMATION IN A DIRECTORY DATABASE, AND/OR THE PUBLISHING OR FAILURE TO PUBLISH, AS APPLICABLE, SUCH INFORMATION), OUR LIABILITY OF AND THAT OF OUR EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE GREATER OF TOTAL CHARGES APPLICABLE TO THE SERVICE FOR ONE YEAR OR THE THEN CURRENT TERM OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, OUR LIABILITY, IF ANY, FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED BY KNOLOGY INSTALLED CABLING, WIRING, AND/OR EQUIPMENT SHALL BE EXPRESSLY LIMITED TO THE AMOUNT OF COVERAGE PROVIDED BY THE COMBINED LIMIT OF KNOLOGY'S GENERAL LIABILITY AND UMBRELLA LIABILITY INSURANCE POLICIES IN THE CASE OF SERVICE INTERRUPTION, OUR LIABILITY SHALL BE LIMITED TO A PRORATED CREDIT FOR THE CHARGES APPLICABLE FOR THE PERIOD OF INTERRUPTION, AND AS OTHERWISE SET OUT ABOVE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, OUR EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY EITHER PARTY TO THE OTHER

PARTY, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS, OR GOODWILL. SHOULD WE PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES, THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH WORK. YOU ACKNOWLEDGE THAT THE PRICING OF SERVICES UNDER THIS AGREEMENT REFLECTS THE INTENT OF THE PARTIES TO LIMIT OUR LIABILITY AS PROVIDED HEREIN.

THIS SECTION 10 SURVIVES AND WILL CONTINUE TO APPLY AFTER THIS AGREEMENT ENDS.

11. **Dispute Resolution.** [Intentionally left blank.]

12. **Indemnification.** [Intentionally left blank.]

13. **Notices; Facsimile Signatures.** All notices required by this Agreement may be made by any reasonable means, including, but not limited to, email or publication over the Service. The delivery of any party to the other of a telecopy or facsimile signature to the Addendum, this Agreement or any notice hereunder shall have the same effect as the delivery of an original signature; provided however, that the party thereafter shall promptly deliver an original signature page to the other (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy of facsimile signature).

14. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns of You; provided, however, that neither the equipment nor this Agreement nor any of the rights, interests or obligations of You hereunder or to the equipment may be transferred, assigned or delegated without Our prior written consent.

15. **Governing Law and Forum/Collection Costs.** This agreement is governed by and construed in accordance with the laws of the State of South Dakota and You consent to the jurisdiction of the Federal District Court in the Western District of South Dakota and the Circuit Court for Pennington County, South Dakota with respect to any dispute arising under this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. The printed or electronic version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative hearing based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

16. **Force Majeure.** We are be excused from performance hereunder for any period, to the extent that We are prevented from such performance, in whole or in part, as a result

of delays caused by an act of God or other causes beyond Our control, including, without limitation, weather, acts of third parties, or outages on other systems.

17. Reformation; Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. Waiver. Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

19. Miscellaneous. (a) The prices and charges for particular Service may depend on various factors including the length of a call, the time of day when a call is placed, the day of week when a call is placed, and the distance called. For long distance calls placed by business customers, the minimum call duration for a completed call is thirty (30) seconds, and calls are subsequently timed by Knology in six (6) second increments. Where charges for Service vary due to time of day, time periods are determined by the local time of the location where you make the call. When a call is established in one rate period and ends in another rate period, the rates are based on the portion of your call that occurs within each rate period. "Ring-busy" and "ring no-answer" calls will not knowingly be charged to you and if charged in error, will be credited by Knology to you. Timing begins at the "starting event" and ends at the "terminating event." Time between the starting event and the terminating event is the call duration. There shall be no charge for unanswered calls. When a percentage discount is applied, the resulting discount will be rounded up from .5 cents to the nearest cent and rounded down from less than .5 cents to the nearest cent; (b) This Agreement, along with the Addendum and other documents incorporated by reference herein, constitutes the entire agreement of the parties with respect to the Services and/or Equipment provided hereunder, above, and cannot be amended or modified except as provided in this Agreement.

20. Carrier Service Fee (a) If Knology provides your local and long distance telephone service you will be charged \$1.61 per line per month. This fee helps Knology cover administrative expenses for national and local regulatory fees and programs, as well as connection and account servicing charges. In the competitive industry we are in, we cannot afford to continue to absorb these costs that have been imposed on us. For more information call 1-866-914-7220 or [visit www.knology.com/carrierservicefee](http://www.knology.com/carrierservicefee). This fee is not a tax or charge required by the government.

21. Insurance. We shall maintain in force with companies having AM Best rating of A VIII or higher, unless approved in writing in advance by you:

- (i) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (ii) Workers' Compensation Insurance to the extent required by applicable laws and employer's liability coverage of at least \$1,000,000 per occurrence;
- (iii) Comprehensive Automobile Liability Insurance, in the event a motor vehicle is to be used in Vendors performance of services, covering liability arising out of any auto (owned, hired and non-owned) with a combined single limit of not less than \$1,000,000;
- (iv) Umbrella Liability Insurance of not less than \$5,000,000 per occurrence; (the coverage's specified in (i) through (iv) all on an occurrence basis)
- (v) Professional Liability Insurance (extending such coverage to the services contemplated by this Agreement) with a \$5,000,000 limit of liability (on a claims made basis); and
- (vi) Employee Dishonesty Insurance, including a Third Party Fidelity endorsement and an endorsement naming *City Of Rapid City, it's affiliates and subsidiaries* as a loss payee, with a \$1,000,000 limit of coverage (on a discovery basis).

All policies shall be on a primary basis and without any right of contribution from any insurance carried by City Of Rapid City, Inc. The insurance coverage specified in (i), (iii) and (iv) above shall name *City Of Rapid City, it's affiliates and subsidiaries* and its employees and agents as additional insureds. We shall provide proof of such insurance to City Of Rapid City, prior to the commencement of this agreement and at each subsequent policy renewal date. The certificate shall provide for not less than thirty (30) days written notice to City Of Rapid City, prior to policy cancellation, non-renewal or material change. Refer to your Certificate of Insurance Program.

II. ADDITIONAL TERMS APPLICABLE TO HIGH SPEED INTERNET ACCESS

[INTENTIONALLY LEFT BLANK]

III. ADDITIONAL TERMS APPLICABLE TO DIGITAL PHONE SERVICE

In addition to the Terms applicable to all services, the following additional terms are applicable to You if You subscribe to Knology's Digital Phone Service.

Digital Phone Service is phone service that travels on Knology's private data network, utilizing an EMTA (Embedded Multimedia Telephone Adapter) that activates Your phone or phones.

1. Incorporation of Other Terms and Conditions. This Agreement provides the terms and conditions governing Knology's provision of its Digital Phone to You. We are not bound by any other representation, warranty, term or condition, or statements or

agreements made by any employee or agent of Knology, other than as specifically described in this Agreement.

2. **Residential Service.** [Intentionally Left Blank].

3. **Limitation on Local and Long Distance Provider PIC.** You expressly agree that You will not have the option of subscribing to a “local only” or “long-distance only” service, nor will You be able to subscribe to a separate local, toll or long distance provider for use in conjunction with Knology’s Digital Phone.

4. **Incompatible Equipment.** All non-voice communications equipment, including, but not limited to, home security systems that are not set up to make automatic phone calls, fax machines, and medical monitoring devices may not be compatible with Knology’s Digital Phone. In order to maintain these functions, you may be required to maintain a separate telephone wire connection. Knology provides local telephone service. It is Your responsibility to request local telephone service in addition to Digital Phone service if You have equipment that requires a separate telephone wire connection.

5. **Changes to Service or Terms.** In accordance with any applicable law, Knology will notify You in writing of any proposed significant change to any aspect, feature or requirement of Digital Phone. If You do not agree to any changes, You should stop using the Service and notify Knology that You are terminating the subscription to Digital Phone.

6. **Customer Responsibility.**

(a) You are responsible in all respects (including payment obligations) for all use of the Service under Your account, whether or not You actually authorized the use. Your responsibility includes all calls to pay-per-call services, whether or not You actually authorized the call. You will be responsible for ensuring that all use of the Service under Your account fully complies with this Agreement.

(b) Intentionally Left Blank.

(c) You will not use Digital Phone for any unlawful purpose, or for any use which You have not obtained all required governmental approvals, authorizations, licenses, consents and permits. Knology may shut down Your Digital Phone, without prior notice, if we find, in our sole judgment, that Your use is unauthorized or fraudulent.

(d) Knology may shut down Your Digital Phone, without prior notice, if we find, in our sole judgment, that Your use of the service is causing interference to others or You have tampered or allowed others to tamper with Knology Equipment. We may also shut down Your Digital Phone, without prior notice, if there exist hazardous conditions that would make Your continued use of the service unsafe.

(e) You may not assign, or transfer in any manner, the Service or any rights associated with the Service without the prior written consent of Knology. Knology will permit You to transfer Your Service to another person or entity if You have paid all charges owed to Knology. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and the non-recurring installation charges will apply.

7. LIMITATIONS OF 911 / E911 CAPABILITY

(a) The Service includes Enhanced 911 dialing ("E911"). CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF E911. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES OF THESE LIMITATIONS.

(b) Correct Address: For E911 to work in accordance with our specifications, Knology must have a correct service address for the location of your EMTA. If You do not provide the correct address when You register for the Service or if You relocate Your MTA to a new address and do not register the new address with Knology, E911 may fail in two ways: (i) E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of Your E911 calls. If you wish to relocate the EMTA and continue to use the Services including E911, You must seek authorization for the Service at Your new service address (if available), and update Your service address with us. Relocating the EMTA to a different address without first notifying Knology may be grounds for termination of this Agreement and Your Digital Phone Service

(c) Service Interruptions: E911 may not function if the Services are interrupted for any reason, including but not limited to failure of Your EMTA, incorrect configuration of Your EMTA, an extended power outage, failure of our network or facilities, or suspension or disconnection of your Services because of nonpayment.

(d) LIABILITY: YOU ACKNOWLEDGE AND UNDERSTAND THAT KNOLOGY WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE E911 FEATURE OR LIMITATIONS SET FORTH IN THIS AGREEMENT. YOU AGREE TO HOLD HARMLESS KNOLOGY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES BY, OR ON BEHALF OF, YOU RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO E911.

(e) SERVICE INTERRUPTIONS CAUSED BY POWER FAILURE

Digital Phone Service utilizes a cable modem which requires electrical power and, in the event of a power outage or cable network failure, Emergency 911 services will not be available. You expressly acknowledge that You may lose access to and use of the Services, including E911, under certain circumstances, including but not limited to the following: (i) if our network or facilities are not operating, (ii) if electrical power to the cable modem interrupted and does not have a battery backup, and (iii) if the electrical power is interrupted and its battery backup fails. You also understand and acknowledge that battery backup may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Service will not function until normal power is restored. You acknowledge that the Digital Phone modem should always be positioned within four (4) feet of an electrical outlet and that extension cords should never be used.

8. LIMITATION OF LIABILITY

In addition to the Limitation of Liability Provisions applicable to all services, the following additional Limitations of Liability apply to Digital Phone Service

YOU AGREE THAT DIGITAL PHONE IS PROVIDED BY KNOLOGY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. KNOLOGY MAKES NO WARRANTY THAT DIGITAL PHONE WILL BE UNINTERRUPTED OR ERROR FREE. YOU FURTHER AGREE THAT ALL USE OF DIGITAL PHONE IS AT YOUR SOLE RISK.

WITHOUT LIMITING THE FOREGOING: NONE OF THE KNOLOGY PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA KNOLOGY FACILITIES OR DIGITAL PHONE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR PHONE COMMUNICATIONS. YOU AGREE THAT NONE OF THE KNOLOGY PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. YOU HAVE THE SOLE RESPONSIBILITY TO SECURE YOUR COMPUTER AND PHONE COMMUNICATIONS.

YOU UNDERSTAND THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF DIGITAL PHONE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO YOUR COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. YOU WILL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE KNOLOGY PARTIES WILL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY KNOLOGY PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING DIGITAL PHONE OR EQUIPMENT BE

LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE DIGITAL PHONE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES, ANY ACTION TAKEN TO PROTECT DIGITAL PHONE, OR THE BREACH OF ANY WARRANTY.

Last Revised June 2, 2010