UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2020

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to
Commission File Number: 001-38101

WideOpenWest, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**46-0552948**
(State or Other Jurisdiction of Incorporation or Organization)	(IRS Employer Identification No.)
7887 East Belleview Avenue, Suite 1000 **Englewood, Colorado**	**80111**
(Address of Principal Executive Offices)	(Zip Code)

(720) 479-3500
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	WOW	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☒
Non-accelerated filer ☐	Smaller reporting company ☐

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of outstanding shares of the registrant's common stock as of October 29, 2020 was 86,845,019.

WIDEOPENWEST, INC. AND SUBSIDIARIES
FORM 10-Q
FOR THE PERIOD ENDED SEPTEMBER 30, 2020

TABLE OF CONTENTS

This Quarterly Report on Form 10-Q is for the three and nine months ended September 30, 2020. Any statement contained in a prior periodic report shall be deemed to be modified or superseded for purposes of this Quarterly Report to the extent that a statement contained herein modifies or supersedes such statement. The Securities and Exchange Commission allows us to “incorporate by reference” information that we file with them, which means that we can disclose important information by referring you directly to those documents. Information incorporated by reference is considered to be part of this Quarterly Report. References in this Quarterly Report to “WOW,” “we,” “us,” “our,” or “the Company” are to WideOpenWest, Inc. and its direct and indirect subsidiaries, unless the context specifies or requires otherwise.

Cautionary Statement Regarding Forward-Looking Statements

Certain statements contained in this Quarterly Report that are not historical facts contain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements represent our goals, beliefs, plans and expectations about our prospects for the future and other future events. Such statements involve certain risks, uncertainties and assumptions. Forward-looking statements include all statements that are not historical fact and can be identified by terms such as "may," "intend," "might," "will," "should," "could," "would," "anticipate," "expect," "believe," "estimate," "plan," "project," "predict," "potential," or the negative of these terms. Although these forward-looking statements reflect our good-faith belief and reasonable judgment based on current information, these statements are qualified by important factors, many of which are beyond our control, that could cause our actual results to differ materially from those in the forward-looking statements, including, but not limited to:

- the wide range of competition we face;
- competitors that are larger and possess more resources;
- competition for the leisure and entertainment time of audiences;
- whether our edge-out strategy will succeed;
- dependence upon a business services strategy, including our ability to secure new businesses as customers;
- demand for our broadband communications services may be lower than we expect;
- our ability to respond to rapid technological change; including our ability to develop and deploy new products and technologies;
- increases in programming and retransmission costs;
- the effects of regulatory changes in our business;
- our substantial level of indebtedness;
- certain covenants in our debt documents;
- programming exclusivity in favor of our competitors;
- inability to obtain necessary hardware, software and operational support;
- loss of interconnection arrangements;
- failure to receive support from various funds established under federal and state law;
- exposure to credit risk of customers, vendors and third parties;
- strain on business and resources from future acquisitions or joint ventures, or the inability to identify suitable acquisitions;
- potential impairments to our goodwill or franchise operating rights;
- the disruption or failure of our network information systems or technologies as a result of hacking, viruses, outages or natural disasters in one or more of our geographic markets;
- fluctuations in our stock price;
- changes in laws and government regulations that may impact the availability and cost of capital;
- effects of uncertain economic conditions, particularly in light of the current novel coronavirus ("COVID-19") pandemic, and related factors (e.g., unemployment, disposable income, etc.) which may negatively affect our customers' demand or ability to pay for our current and future products and services;
- our ability to manage the risks involved in the foregoing; and

other factors described from time to time in our reports filed or furnished with the Securities and Exchange Commission ("SEC"), and in particular those factors set forth in the section entitled "Risk Factors" in our annual report filed on Form 10-K with the SEC on March 4, 2020 and other reports subsequently filed with the SEC, including our quarterly report on Form 10-Q filed with the SEC on May 4, 2020. Given these uncertainties, you should not place undue reliance on any such forward-looking statements. The forward-looking statements included in this report are made as of the date hereof or the date specified herein, based on information available to us as of such date. Except as required by law, we assume no obligation to update these forward-looking statements, even if new information becomes available in the future.

PART I-FINANCIAL INFORMATION

WIDEOPENWEST, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited)

	September 30, 2020	December 31, 2019
	(in millions, except share data)	
Assets		
Current assets		
Cash and cash equivalents	$ 32.9	$ 21.0
Accounts receivable—trade, net of allowance for doubtful accounts of $8.1 and $7.5, respectively	67.2	65.8
Accounts receivable—other, net	3.1	9.8
Prepaid expenses and other	30.2	22.1
Total current assets	133.4	118.7
Right-of-use lease assets—operating	26.6	26.5
Property, plant and equipment, net	1,079.8	1,073.7
Franchise operating rights	799.5	799.5
Goodwill	408.8	408.8
Intangible assets subject to amortization, net	2.2	2.9
Other non-current assets	49.0	41.5
Total assets	$ 2,499.3	$ 2,471.6
Liabilities and stockholders' deficit		
Current liabilities		
Accounts payable—trade	$ 45.9	$ 47.1
Accrued interest	3.8	2.7
Current portion of long-term lease liability—operating	6.6	6.1
Accrued liabilities and other	96.9	95.6
Current portion of long-term debt and finance lease obligations	34.9	30.9
Current portion of unearned service revenue	45.9	45.0
Total current liabilities	234.0	227.4
Long-term debt and finance lease obligations—less current portion and debt issuance costs	2,252.1	2,259.5
Long-term lease liability—operating	23.1	23.4
Deferred income taxes, net	198.4	192.5
Other non-current liabilities	14.2	14.7
Total liabilities	2,721.8	2,717.5
Commitments and contingencies		
Stockholders' deficit:		
Preferred stock, $0.01 par value, 100,000,000 shares authorized; 0 shares issued and outstanding	—	—
Common stock, $0.01 par value, 700,000,000 shares authorized; 95,192,119 and 92,182,207 issued as of September 30, 2020 and December 31, 2019, respectively; 86,856,478 and 84,103,108 outstanding as of September 30, 2020 and December 31, 2019, respectively	0.9	0.9
Additional paid-in capital	331.1	322.8
Accumulated other comprehensive loss	(10.7)	(15.5)
Accumulated deficit	(463.1)	(474.4)
Treasury stock at cost, 8,335,641 and 8,079,099 shares as of September 30, 2020 and December 31, 2019, respectively	(80.7)	(79.7)
Total stockholders' deficit	(222.5)	(245.9)
Total liabilities and stockholders' deficit	$ 2,499.3	$ 2,471.6

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

WIDEOPENWEST, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
	(in millions, except per share data)			
Revenue	$ 288.7	$ 285.4	$ 855.2	$ 862.3
Costs and expenses:				
Operating (excluding depreciation and amortization)	140.8	138.8	436.6	432.4
Selling, general and administrative	45.0	40.6	134.2	133.7
Depreciation and amortization	58.2	50.9	170.8	151.5
Loss on sale of operating assets, net	—	8.4	—	4.8
	244.0	238.7	741.6	722.4
Income from operations	44.7	46.7	113.6	139.9
Other income (expense):				
Interest expense	(32.2)	(35.8)	(98.1)	(107.4)
(Loss) gain on sale of assets, net	(0.3)	—	0.4	—
Other income, net	0.8	0.6	1.6	3.3
Income before provision for income tax	13.0	11.5	17.5	35.8
Income tax expense	(4.0)	(0.1)	(6.2)	(6.3)
Net income	$ 9.0	$ 11.4	$ 11.3	$ 29.5
Basic and diluted earnings per common share				
Basic	$ 0.11	$ 0.14	$ 0.14	$ 0.37
Diluted	$ 0.11	$ 0.14	$ 0.14	$ 0.36
Weighted-average common shares outstanding				
Basic	81,771,279	80,885,244	81,475,814	80,639,099
Diluted	83,030,056	81,104,905	82,533,287	81,064,688

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

WIDEOPENWEST, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
	(in millions)			
Net income	$ 9.0	$ 11.4	$ 11.3	$ 29.5
Unrealized gain (loss) on derivative instrument, net of tax	4.5	(0.7)	4.8	(12.3)
Comprehensive income	$ 13.5	$ 10.7	$ 16.1	$ 17.2

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

WIDEOPENWEST, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT
(unaudited)

	Common Stock	Common Stock Par Value	Treasury Stock at Cost	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Deficit
		(in millions, except share data)					
Balances at January 1, 2020	84,103,108	$ 0.9	$ (79.7)	$ 322.8	$ (15.5)	$ (474.4)	$ (245.9)
Changes in accumulated other comprehensive loss	—	—	—	—	(3.0)	—	(3.0)
Stock-based compensation	—	—	—	2.7	—	—	2.7
Issuance of restricted stock, net	2,858,421	—	—	—	—	—	—
Purchase of shares	(199,520)	—	(0.7)	—	—	—	(0.7)
Net income	—	—	—	—	—	0.1	0.1
Balances at March 31, 2020(1)	86,762,009	$ 0.9	$ (80.4)	$ 325.5	$ (18.5)	$ (474.3)	$ (246.8)
Changes in accumulated other comprehensive loss	—	—	—	—	3.3	—	3.3
Stock-based compensation	—	—	—	3.0	—	—	3.0
Issuance of restricted stock, net	349,673	—	—	—	—	—	—
Purchase of shares	(46,917)	—	(0.3)	—	—	—	(0.3)
Net income	—	—	—	—	—	2.2	2.2
Balances at June 30, 2020(1)	87,064,765	$ 0.9	$ (80.7)	$ 328.5	$ (15.2)	$ (472.1)	$ (238.6)
Changes in accumulated other comprehensive loss	—	—	—	—	4.5	—	4.5
Stock-based compensation	—	—	—	2.6	—	—	2.6
Issuance of restricted stock, net	(198,182)	—	—	—	—	—	—
Purchase of shares	(10,105)	—	—	—	—	—	—
Net income	—	—	—	—	—	9.0	9.0
Balances at September 30, 2020(1)	86,856,478	$ 0.9	$ (80.7)	$ 331.1	$ (10.7)	$ (463.1)	$ (222.5)

(1) Included in outstanding shares as of March 31, 2020, June 30, 2020 and September 30, 2020 are 5,292,277, 5,322,864 and 5,072,695, respectively, of non-vested shares of restricted stock awards granted to employees and directors.

	Common Stock	Common Stock Par Value	Treasury Stock at Cost	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Deficit
		(in millions, except share data)					
Balances at January 1, 2019	82,680,380	$ 0.9	$ (78.1)	$ 312.7	$ (6.5)	$ (510.8)	$ (281.8)
Changes in accumulated other comprehensive loss	—	—	—	—	(3.1)	—	(3.1)
Stock-based compensation	—	—	—	2.1	—	—	2.1
Issuance of restricted stock, net	1,702,482	—	—	—	—	—	—
Purchase of shares	(108,937)	—	(1.1)	—	—	—	(1.1)
Net income	—	—	—	—	—	8.4	8.4
Balances at March 31, 2019(2)	84,273,925	$ 0.9	$ (79.2)	$ 314.8	$ (9.6)	$ (502.4)	$ (275.5)
Changes in accumulated other comprehensive loss	—	—	—	—	(8.5)	—	(8.5)
Stock-based compensation	—	—	—	2.8	—	—	2.8
Issuance of restricted stock, net	239,903	—	—	—	—	—	—
Purchase of shares	(40,155)	—	(0.3)	—	—	—	(0.3)
Net income	—	—	—	—	—	9.7	9.7
Balances at June 30, 2019(2)	84,473,673	$ 0.9	$ (79.5)	$ 317.6	$ (18.1)	$ (492.7)	$ (271.8)
Changes in accumulated other comprehensive loss	—	—	—	—	(0.7)	—	(0.7)
Stock-based compensation	—	—	—	2.9	—	—	2.9
Issuance of restricted stock, net	(170,558)	—	—	—	—	—	—
Purchase of shares	(22,309)	—	(0.1)	—	—	—	(0.1)
Net income	—	—	—	—	—	11.4	11.4
Balances at September 30, 2019(2)	84,280,806	$ 0.9	$ (79.6)	$ 320.5	$ (18.8)	$ (481.3)	$ (258.3)

(2) Included in outstanding shares as of March 31, 2019, June 30, 2019 and September 30, 2019 are 3,703,649, 3,601,021 and 3,354,505, respectively, of non-vested shares of restricted stock awards granted to employees and directors.

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

WIDEOPENWEST, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Nine Months Ended September 30,	
	2020	2019
	(in millions)	
Cash flows from operating activities:		
Net income	$ 11.3	$ 29.5
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	170.8	151.5
Deferred income taxes	4.5	8.0
Provision for doubtful accounts	14.3	12.5
Loss on sale of operating assets, net	—	4.8
Gain on sale of assets, net	(0.4)	—
Amortization of debt issuance costs and discount	3.6	3.6
Non-cash compensation	8.3	7.8
Changes in operating assets and liabilities:		
Receivables and other operating assets	(23.0)	(27.4)
Payables and accruals	10.7	(11.1)
Net cash provided by operating activities	$ 200.1	$ 179.2
Cash flows from investing activities:		
Capital expenditures	$ (166.3)	$ (191.1)
Proceeds from sale of Chicago fiber assets	—	21.0
Other investing activities	(0.6)	(1.3)
Net cash used in investing activities	$ (166.9)	$ (171.4)
Cash flows from financing activities:		
Proceeds from issuance of long-term debt	$ 91.0	$ 65.0
Payments on long-term debt and finance lease obligations	(111.3)	(75.2)
Purchase of shares	(1.0)	(1.5)
Net cash used in financing activities	$ (21.3)	$ (11.7)
Increase (decrease) in cash and cash equivalents	11.9	(3.9)
Cash and cash equivalents, beginning of period	21.0	13.2
Cash and cash equivalents, end of period	$ 32.9	$ 9.3
Supplemental disclosures of cash flow information:		
Cash paid during the periods for interest	$ 93.4	$ 107.8
Cash (received) paid during the periods for income taxes, net	$ (3.4)	$ 1.5
Insurance proceeds received for business interruption	$ —	$ 9.6
Non-cash operating activities:		
Operating lease additions	$ 5.5	$ 9.3
Non-cash financing activities:		
Finance lease additions	$ 13.3	$ 18.0
Capital expenditure accounts payable and accruals	$ 13.7	$ 11.3

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

WIDEOPENWEST, INC. AND SUBSIDIARIES
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2020
(unaudited)

Note 1. General Information

WideOpenWest, Inc. (“WOW” or the “Company”) is a leading broadband services provider offering high-speed data ("HSD"), cable television ("Video"), and digital telephony ("Telephony") services to residential and business customers. The Company serves customers in nineteen Midwestern and Southeastern markets in the United States. The Company manages and operates its Midwestern broadband networks in Detroit and Lansing, Michigan; Chicago, Illinois; Cleveland and Columbus, Ohio; Evansville, Indiana and Baltimore, Maryland. The Southeastern systems are located in Augusta, Columbus, Newnan and West Point, Georgia; Charleston, South Carolina; Dothan, Auburn, Huntsville and Montgomery, Alabama; Knoxville, Tennessee; and Panama City and Pinellas County, Florida.

The Company’s operations are managed and reported to its Chief Executive Officer (“CEO”), the Company’s chief operating decision maker, on a consolidated basis. The CEO assesses performance and allocates resources based on the consolidated results of operations. Under this organizational and reporting structure, the Company operates as one reportable segment.

Note 2. Summary of Significant Accounting Policies

Principles of Consolidation and Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and with the instructions to Form 10-Q and Article 10 of Regulation S-X for interim financial information. Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to rules and regulations of the Securities and Exchange Commission (“SEC”); however, in the opinion of management, the disclosures made are adequate to ensure the information presented is not misleading. The year-end consolidated balance sheet was derived from audited financial statements.

In the opinion of management, all normally recurring adjustments considered necessary for the fair presentation of the financial statements have been included, and the financial statements present fairly the financial position and results of operations for the interim periods presented. The results of operations for any interim period are not necessarily indicative of results expected for the full year or any future period. These unaudited condensed consolidated financial statements should be read in conjunction with Item 8 of the Company’s 2019 Annual Report on Form 10-K filed with the SEC on March 4, 2020.

All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in accordance with GAAP requires management to make assumptions and estimates that affect the reported amounts and disclosures of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts and disclosures of revenues and expenses during the reporting period. The Company bases its estimates on historical experience and on various other assumptions that it believes are reasonable under the circumstances, including but not limited to the potential impacts arising from COVID-19. As the extent and duration of the impacts from COVID-19 remain unclear, the Company’s estimates and assumptions may evolve as conditions change and the Company is not able to fully predict the overall impact of COVID-19, the CARES Act (as defined herein), or any other current or future legislative programs relating to COVID-19 on the business. To the extent there are differences between those estimates and actual results, the unaudited condensed consolidated financial statements may be materially affected.

Recently Issued Accounting Standards

In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-04, Reference Rate Reform (Topic 848), Facilitation of the Effects of Reference Rate Reform on Financial Reporting. ASU 2020-04 provides optional guidance, expedients and exceptions for a limited period of time to ease the potential burden in accounting for (or recognizing the effects of) reference rate reform on financial reporting. The amendments in this update apply to all entities, subject to meeting the criteria, that have contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. The amendments of this update are effective for all entities as of March 12, 2020 through December 31, 2022. The Company is currently evaluating the impact of adopting this guidance and the potential effects it could have on its financial position, results of operations and cash flows.

In December 2019, the FASB issued ASU 2019-12, Income Taxes (Topic 740), Simplifying the Accounting for Income Taxes ("ASU 2019-12"). ASU 2019-12 simplifies the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The amendments also improve consistent application of and simplify GAAP for other areas of Topic 740 by clarifying and amending existing guidance. ASU 2019-12 is effective for public business entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. The Company will adopt this guidance prospectively beginning January 1, 2021, and is currently evaluating the impact the adoption will have on its financial position, results of operations and cash flows.

Recently Adopted Accounting Pronouncements

In August 2018, the FASB issued ASU 2018-15, Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract ("ASU 2018-15"), which requires a customer in a hosting arrangement that is a service contract to apply the guidance on internal-use software to determine which implementation costs to recognize as an asset and which costs to expense. Costs to develop or obtain internal-use software that cannot be capitalized under Subtopic 350-40, Internal-Use Software, such as training costs and certain data conversion costs, also cannot be capitalized for a hosting arrangement that is a service contract. The amendments require a customer in a hosting arrangement that is a service contract to determine whether an implementation activity relates to the preliminary project stage, the application development stage, or the post-implementation stage. Costs for implementation activities in the application development stage will be capitalized depending on the nature of the costs, while costs incurred during the preliminary project and post-implementation stages will be expensed immediately. ASU 2018-15 is effective for public business entities for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. The Company adopted this guidance prospectively as of January 1, 2020. The adoption did not have a material impact on the Company's financial position, results of operations or cash flows.

Note 3. Revenue from Contracts with Customers

Revenue by Service Offering

The following table presents revenue by service offering for the three months ended September 30, 2020 and 2019, respectively:

	Three months ended September 30, 2020			Three months ended September 30, 2019		
	Residential Subscription	Business Subscription	Total Revenue	Residential Subscription	Business Subscription	Total Revenue
	(in millions)					
HSD	$ 120.8	$ 21.8	$ 142.6	$ 109.8	$ 20.4	$ 130.2
Video	100.1	3.8	103.9	102.8	3.6	106.4
Telephony	12.7	10.3	23.0	15.1	10.7	25.8
Total subscription services revenue	$ 233.6	$ 35.9	$ 269.5	$ 227.7	$ 34.7	$ 262.4
Other business services revenue(1)	—	—	6.3	—	—	6.8
Other revenue	—	—	12.9	—	—	16.2
Total revenue	$ 233.6	$ 35.9	$ 288.7	$ 227.7	$ 34.7	$ 285.4

(1) Includes wholesale and colocation lease revenue of $5.4 million and $5.6 million for the three months ended September 30, 2020 and 2019, respectively.

The following table presents revenue by service offering for the nine months ended September 30, 2020 and 2019, respectively:

	Nine months ended September 30, 2020			Nine months ended September 30, 2019		
	Residential Subscription	Business Subscription	Total Revenue	Residential Subscription	Business Subscription	Total Revenue
	(in millions)					
HSD	$ 352.0	$ 64.5	$ 416.5	$ 328.4	$ 59.7	$ 388.1
Video	298.6	11.2	309.8	316.1	10.9	327.0
Telephony	40.2	31.5	71.7	46.8	32.1	78.9
Total subscription services revenue	$ 690.8	$ 107.2	$ 798.0	$ 691.3	$ 102.7	$ 794.0
Other business services revenue(1)	—	—	19.2	—	—	21.0
Other revenue	—	—	38.0	—	—	47.3
Total revenue	$ 690.8	$ 107.2	$ 855.2	$ 691.3	$ 102.7	$ 862.3

(1) Includes wholesale and colocation lease revenue of $16.1 million and $16.5 million for the nine months ended September 30, 2020 and 2019, respectively.

Costs of Obtaining Contracts with Customers

The following table summarizes the activity of costs of obtaining contracts with customers:

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
	(in millions)			
Balance at beginning of period	$ 45.2	$ 32.8	$ 40.7	$ 26.3
Deferral	4.3	6.5	14.5	16.3
Amortization	(3.1)	(2.1)	(8.8)	(5.4)
Balance at end of period	$ 46.4	$ 37.2	$ 46.4	$ 37.2

The following table presents the current and non-current portion of costs of obtaining contracts with customers as of the end of the corresponding periods:

	September 30, 2020	December 31, 2019
	(in millions)	
Current costs of obtaining contracts with customers	$ 12.9	$ 10.0
Non-current costs of obtaining contracts with customers	33.5	30.7
Total costs of obtaining contracts with customers	$ 46.4	$ 40.7

The current portion and the non-current portion of costs of obtaining contracts with customers are included in prepaid expenses and other and other non-current assets, respectively, in the Company's unaudited condensed consolidated balance sheets. Amortization of costs of obtaining contracts with customers is included in selling, general and administrative expense in the Company's unaudited condensed consolidated statements of operations.

Contract Liabilities

The following table summarizes the activity of current and non-current contract liabilities:

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
	(in millions)			
Balance at beginning of period	$ 3.6	$ 4.1	$ 4.2	$ 3.9
Deferral	3.7	4.1	10.4	12.0
Revenue recognized	(3.3)	(4.0)	(10.6)	(11.7)
Balance at end of period	$ 4.0	$ 4.2	$ 4.0	$ 4.2

The following table presents the current and non-current portion of contract liabilities as of the end of the corresponding periods:

	September 30, 2020	December 31, 2019
	(in millions)	
Current contract liabilities	$ 3.4	$ 3.6
Non-current contract liabilities	0.6	0.6
Total contract liabilities	$ 4.0	$ 4.2

The current and the non-current portion of contract liabilities are included in the current portion of unearned service revenue and other non-current liabilities, respectively, in the Company's unaudited condensed consolidated balance sheets.

Unsatisfied Performance Obligations

Revenue from month-to-month residential subscription service contracts have historically represented a significant portion of the Company's revenue and the Company expects that this will continue to be the case in future periods. All residential subscription service performance obligations will be satisfied within one year.

A summary of expected business revenue to be recognized in future periods related to performance obligations which have not been satisfied or are partially unsatisfied as of September 30, 2020 is set forth in the table below:

	2020	2021	2022	Thereafter	Total
			(in millions)		
Subscription services	$ 22.2	$ 62.9	$ 31.5	$ 15.3	$ 131.9
Other business services	1.0	3.3	1.5	0.5	6.3
Total expected revenue	$ 23.2	$ 66.2	$ 33.0	$ 15.8	$ 138.2

Provision for Doubtful Accounts

The provision for doubtful accounts and allowance for doubtful accounts are based on the aging of the individual receivables, historical trends and current and anticipated future economic conditions. The Company manages credit risk by disconnecting services to customers who are delinquent, generally after sixty days of delinquency. From March 12, 2020 through June 30, 2020, the Company suspended certain collection activities as a result of participation in the Federal Communications Commission ("FCC") Keep Americans Connected Pledge. The FCC Pledge expired on June 30, 2020, however the Company continued to arrange payment plans for those customers impacted by COVID-19 through September 30, 2020. Individual receivables are written-off after all reasonable efforts to collect the funds have been made. Actual write-offs may differ from the amounts reserved.

The following table presents the change in the allowance for doubtful accounts for trade accounts receivable:

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
		(in millions)		
Balance at beginning of period	$ 7.8	$ 8.2	$ 7.5	$ 7.5
Provision charged to expense	3.4	5.2	12.5	12.5
Accounts written off, net of recoveries	(3.1)	(4.7)	(11.9)	(11.3)
Balance at end of period	$ 8.1	$ 8.7	$ 8.1	$ 8.7

The Company established an allowance for doubtful accounts for non-trade accounts receivable of $1.8 million as of September 30, 2020 that is presented within accounts receivable—other in the Company's unaudited condensed consolidated balance sheet.

Note 4. Property, Plant and Equipment, Net

Property, plant and equipment consists of the following:

	September 30, 2020	December 31, 2019
	(in millions)	
Distribution facilities	$ 1,921.0	$ 1,780.7
Customer premise equipment	479.8	460.1
Head-end equipment	354.4	341.2
Telephony infrastructure	98.8	97.9
Computer equipment and software	158.2	146.4
Vehicles	37.2	37.0
Buildings and leasehold improvements	49.6	49.5
Office and technical equipment	34.7	33.5
Land	6.2	6.2
Construction in progress (including material inventory and other)	38.1	61.2
Total property, plant and equipment	3,178.0	3,013.7
Less accumulated depreciation	(2,098.2)	(1,940.0)
	$ 1,079.8	$ 1,073.7

Depreciation expense for the three months ended September 30, 2020 and 2019 was $58.0 million and $50.4 million, respectively. Depreciation expense for the nine months ended September 30, 2020 and 2019 was $169.9 million and $150.1 million, respectively.

Note 5. Accrued Liabilities and Other

Accrued liabilities and other consists of the following:

	September 30, 2020	December 31, 2019
	(in millions)	
Programming costs	$ 32.0	$ 33.4
Interest rate swaps	15.0	14.7
Payroll and employee benefits	21.8	20.8
Franchise and revenue sharing fees	10.2	10.9
Other accrued liabilities	9.1	10.0
Property, income, sales and use taxes	4.9	2.4
Utility pole costs	3.9	3.4
	$ 96.9	$ 95.6

Note 6. Long-Term Debt and Finance Leases

The following table summarizes the Company's long-term debt and finance leases:

	September 30, 2020			December 31, 2019
	Available borrowing capacity	Effective interest rate(1)	Outstanding balance	Outstanding balance
	(in millions)			
Long-term debt:				
Term B Loans, net(2)	$ —	5.28 %	$ 2,204.9	$ 2,220.3
Revolving Credit Facility(3)	235.6	3.15 %	59.0	55.0
Total long-term debt	$ 235.6		2,263.9	2,275.3
Finance lease obligations			29.2	23.1
Total long-term debt and finance lease obligations			2,293.1	2,298.4
Debt issuance costs, net(4)			(6.1)	(8.0)
Sub-total			2,287.0	2,290.4
Less current portion			(34.9)	(30.9)
Long-term portion			$ 2,252.1	$ 2,259.5

(1) Represents the effective interest rate in effect for all borrowings outstanding as of September 30, 2020 pursuant to each debt instrument including the applicable margin.
(2) At September 30, 2020 and December 31, 2019 includes $6.7 million and $8.4 million of net discounts, respectively.
(3) Available borrowing capacity at September 30, 2020 represents $300.0 million of total availability less borrowing of $59.0 million on the Revolving Credit Facility and outstanding letters of credit of $5.4 million. Letters of credit are used in the ordinary course of business and are released when the respective contractual obligations have been fulfilled by the Company.
(4) At September 30, 2020 and December 31, 2019, debt issuance costs include $4.8 million and $6.0 million related to Term B Loans and $1.3 million and $2.0 million related to the Revolving Credit Facility, respectively.

The Company's Term B loans will mature on August 19, 2023 and bear interest, at the Company's option, at a rate equal to ABR plus 2.25% or LIBOR plus 3.25%. Borrowings under the revolving credit facility will mature on May 31, 2022 and bear interest, at the Company's option, at a rate equal to ABR plus 2.00% or LIBOR plus 3.00%. As of September 30, 2020, the Company was in compliance with all debt covenants.

Note 7. Stock-Based Compensation

WOW's 2017 Omnibus Incentive Plan provides for grants of stock options, restricted stock and performance awards. The Company's directors, officers and other employees and persons who engage in services for the Company are eligible for grants under the 2017 Omnibus Incentive Plan. The 2017 Omnibus Incentive Plan has authorized 12,074,128 shares of common stock to be available for issuance, subject to adjustment in the event of a reorganization, stock split, merger or similar change in the Company's corporate structure of the outstanding shares of common stock.

The following table presents restricted stock activity during the nine months ended September 30, 2020:

	Number of Unvested Restricted Stock Shares
Outstanding, beginning of period	3,140,168
Granted	3,523,787
Vested	(1,077,385)
Forfeited	(513,875)
Outstanding, end of period(1)	5,072,695

(1) The total outstanding unvested shares of restricted stock awards granted to employees and directors are included in total outstanding shares as of September 30, 2020.

For restricted stock awards that contain only service conditions for vesting, the Company calculates the award fair value based on the Company's closing stock price on the accounting grant date. The Company's restricted stock awards generally vest ratably over a four year period based on the date of grant.

Nonvested Performance Shares

The Company granted 404,863 performance shares during the three months ended September 30, 2020 which will vest based on the Company's achievement level relative to the following performance measures at December 31, 2022: 50% based upon the Company's Total Shareholder Return ("TSR") relative to the TSRs of the Company's peer group and 50% based on the Company's three-year cumulative EBITDA metric. EBITDA is defined as net income (loss) before net interest expense, income taxes, depreciation and amortization (including impairments), impairment losses on intangibles and goodwill, management fees to related party, the write-up or write-off of any asset, loss on early extinguishment of debt, integration and restructuring expenses and all non-cash charges and expenses (including stock compensation expense) and certain other income and expenses. Upon achievement of the minimum threshold performance metric, the grantee may earn 50% to 200% of their respective target shares based on the performance goal.

The performance shares based on relative TSR performance have a market condition and are valued using a Monte Carlo simulation model on the grant date, which resulted in a grant date fair value of $8.91 per share. The estimated fair value is amortized to expense over the three-year vesting period, which ends on December 31, 2022. The following assumptions were used in the Monte Carlo simulation for computing the grant date fair value of the performance shares with a market condition: risk-free interest rate of 0.12%, volatility factors in the expected market price of the Company's common shares of 63.27% and an expected life of three years.

The performance shares based on three-year cumulative EBITDA have a performance condition. The probability of achieving the performance condition is assessed at each reporting period. If it is deemed probable that the performance condition will be met, compensation cost will be recognized based on the closing price per share of the Company's common stock on the date of the grant multiplied by the number of awards expected to be earned. If it is deemed that it is not probable that the performance condition will be met, the Company will discontinue the recognition of compensation cost and any compensation cost previously recorded will be reversed. At September 30, 2020, achievement of the performance condition for the performance shares granted during the three months ended September 30, 2020 was deemed probable.

The Company recorded $2.6 million and $2.9 million for the three months ended September 30, 2020 and 2019, respectively, and recorded $8.3 million and $7.8 million for the nine months ended September 30, 2020 and 2019, respectively of non-cash stock-based compensation expense which is reflected in selling, general and administrative expense in the Company's unaudited condensed consolidated statements of operations.

Note 8. Earnings (Loss) per Common Share

Basic earnings or loss per share attributable to the Company's common stockholders is computed by dividing net earnings or loss attributable to common stockholders by the weighted average number of common shares outstanding for the period. Diluted earnings or loss per share attributable to common stockholders presents the dilutive effect, if any, on a per share basis of potential common shares (such as restricted stock units) as if they had been vested or converted during the periods presented.

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
	(in millions, except share data)			
Net income	$ 9.0	$ 11.4	$ 11.3	$ 29.5
Basic weighted-average shares	81,771,279	80,885,244	81,475,814	80,639,099
Effect of dilutive securities:				
Restricted stock awards	1,258,777	219,661	1,057,473	425,589
Diluted weighted-average shares	83,030,056	81,104,905	82,533,287	81,064,688
Basic earnings per share	$ 0.11	$ 0.14	$ 0.14	$ 0.37
Diluted earnings per share	$ 0.11	$ 0.14	$ 0.14	$ 0.36

The dilutive effect of the potential common shares from the performance shares is included in diluted earnings per share upon the satisfaction of certain performance and market conditions. These conditions are evaluated at each reporting period and if the conditions have been satisfied during the reporting period, the number of contingently issuable shares are included in the computation of diluted earnings per share. As of September 30, 2020, the Company determined the performance and market conditions were not met, therefore, none of the contingently issuable performance shares were included in the computation of diluted earnings per share.

Note 9. Fair Value Measurements

The fair values of cash and cash equivalents, receivables and trade payables approximate their carrying values due to the short-term nature of these instruments. For assets and liabilities of a long-term nature, the Company determines fair value based on the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. Market or observable inputs are the preferred source of values, followed by unobservable inputs or assumptions based on hypothetical transactions in the absence of market inputs. The Company applies the following hierarchy in determining fair value:

- Level 1, defined as observable inputs being quoted prices in active markets for identical assets;
- Level 2, defined as observable inputs other than quoted prices included in Level 1, including quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which significant inputs and significant value drivers are observable in active markets; and
- Level 3, defined as values determined using models that utilize significant unobservable inputs for which little or no market data exists, discounted cash flow methodologies or similar techniques, or other determinations requiring significant management judgment or estimation.

The Company's derivative instrument is accounted for at fair value on a recurring basis and classified within Level 2 of the valuation hierarchy and was valued at $15.0 million and $20.8 million as of September 30, 2020 and December 31, 2019, respectively. The fair value of the derivative instrument is measured as the present value of all expected future cash flows based on the LIBOR-based swap yield curves as of September 30, 2020. The present value calculation uses discount rates that have been adjusted to reflect the credit quality of the Company and its counterparties.

The estimated fair value of the Company's long-term debt is based on dealer quotes considering current market rates for the Company's credit facility and is classified as Level 2. The inputs used to determine the fair value of the Company's aggregate debt balance has trended from quoted market prices in active markets to quoted prices in non-active markets. The fair value of the Company's long-term debt was valued at $2,181.2 million and $2,220.3 million as of September 30, 2020 and December 31, 2019, respectively. Long-term debt fair value does not include debt issuance costs and discounts.

There were no transfers into or out of Level 1, 2 or 3 during the periods ended September 30, 2020 and December 31, 2019.

The Company's non-financial assets such as franchises, property, plant, and equipment, and other intangible assets are not measured at fair value on a recurring basis; however, they are subject to fair value adjustments in certain circumstances, such as when there is evidence that an impairment may exist. When such impairments are recorded, fair values are generally classified within Level 3 of the valuation hierarchy.

Note 10. Derivative Instruments and Hedging Activities

The Company is exposed to certain market risks during the normal course of its business arising from adverse changes in interest rates. The Company selectively uses derivative financial instruments ("derivatives"), including interest rate swaps, to manage interest rate risk. The Company does not hold or issue derivative instruments for speculative purposes. Fluctuations in interest rates can be volatile, and the Company's risk management activities do not totally eliminate these risks. Consequently, these fluctuations could have a significant effect on the Company's financial results.

The Company's exposure to interest rate risk results primarily from its variable rate borrowings. On May 9, 2018, the Company entered into variable to fixed interest rate swap agreements for a notional amount of $1,361.2 million to hedge a portion of the outstanding principal balance of its variable rate term loan debt.

As of September 30, 2020, the Company is the fixed rate payor on two interest rate swap contracts that effectively fix the LIBOR-based index used to determine the interest rates charged on the Company's total long-term debt of $2,270.6 million, not including debt issuance costs and discounts. These contracts fix approximately 60% of the Company's term loan variable rate exposure at 2.7% and have an expiration date of May 2021. These swap agreements qualify as hedging instruments and have been designated as cash flow hedges of forecasted LIBOR-based interest payments. As all of the critical terms of each of the derivative instruments matched the underlying terms of the hedged debt and related forecasted interest payments, these hedges were considered highly effective. Based on LIBOR-based swap yield curves as of September 30, 2020, the Company expects to reclassify losses of $15.0 million out of accumulated other comprehensive loss ("AOCL") into earnings within the next 12 months.

The following table summarizes the notional amounts and fair values of the Company's outstanding derivatives by risk category and instrument type within the unaudited condensed consolidated balance sheet as of September 30, 2020 and December 31, 2019.

Derivatives Designated as Hedging Instruments	**Notional Amount**	**Fair Value Accrued Liabilities and Other**	**Fair Value Other Non-current Liabilities**
		(in millions)	
Interest rate swap contracts as of September 30, 2020	$ 1,327.0	$ 15.0	$ —
Interest rate swap contracts as of December 31, 2019	$ 1,337.2	$ 14.7	$ 6.1

Gains (losses) on derivatives designated as cash flow hedges included in the unaudited condensed consolidated statements of comprehensive income (loss) for the three and nine months ended September 30, 2020 and 2019 are shown in the table below.

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
Interest rate swap contracts(1)		(in millions)		
Gain (loss) recorded in AOCL on derivatives, before tax	$ 5.7	$ (0.3)	$ 6.1	$ (16.7)
Tax impact	(1.2)	(0.4)	(1.3)	4.4
Gain (loss) recorded in AOCL on derivatives, net	4.5	(0.7)	4.8	(12.3)

(1) Gains (losses) on derivatives reclassified from AOCL into income are included in "Interest expense" in the unaudited condensed consolidated statements of operations, the same line item as the earnings effect of the hedged item. Losses recognized for the three and nine months ended September 30, 2020 total $5.8 million and $15.4 million, respectively.

For the periods presented, all cash flows associated with derivatives are classified as operating cash flows in the unaudited condensed consolidated statements of cash flows.

Note 11. Income Taxes

The Company accounts for income taxes under the asset and liability method. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the difference is expected to reverse. Additionally, the impact of changes in the tax rates and laws on deferred taxes, if any, is reflected in the unaudited condensed consolidated financial statements in the period of enactment.

The Company reported income tax expense of $4.0 million and $0.1 million for the three months ended September 30, 2020 and 2019, respectively and $6.2 million and $6.3 million for the nine months ended September 30, 2020 and 2019, respectively. The Company's effective federal and state income tax rate during the three and nine months ended September 30, 2020 is primarily related to a reduction in income for the nine months ended when compared to 2019, a decrease in expected tax benefits on stock-based compensation, as well as an additional valuation allowance related to certain net state deferred tax assets.

As a result of the Coronavirus Aid, Relief and Economic Security ("CARES") Act enacted on March 27, 2020, companies were able to request refunds of the remaining amount of refundable Alternative Minimum Tax carryforwards. Previously, the remaining amount would have been refunded between 2020 and 2021. The Company received a full refund of approximately $4.4 million during the second quarter of 2020.

The CARES Act also contains modifications on the limitation of business interest for tax years 2020 and 2019. The modifications to Section 163(j) increase the allowable business interest deduction from 30% of adjusted taxable income to 50% of adjusted taxable income. This modification will ultimately decrease the interest limitation deferred tax asset and increase the net operating loss deferred tax asset resulting in no material impact to the financial statements. Additionally, the Company has begun to defer the employer's portion of social security payroll taxes to 2021 and 2022 as allowed under the CARES Act.

Note 12. Commitments and Contingencies

IPO Shareholder Class Action. Beginning in June 2018, four different plaintiffs' firms filed five separate class-action lawsuits against WOW, certain individual defendants, and the private equity sponsors and underwriters of the May 2017 initial public offering. The actions allege violations of Sections 11, 12, and 15 of the 1933 Securities Act. The three actions filed in New York have been consolidated as *Kirkland. et al. v. WideOpenWest, Inc., et al.*, 653248/2018. The other two actions, which were filed in Colorado state court, have been stayed by agreement until final resolution of the *Kirkland* action. The Plaintiffs in *Kirkland* allege that Defendants made or caused misstatements to be made in the Registration Statement and Prospectus issued in connection with the IPO. On January 17, 2019, Defendants filed an omnibus motion to dismiss all claims for failure to state causes of action which the court denied in part and granted in part on May 18, 2020, with the Company thereafter appealing those claims not dismissed. The court is considering a litigation schedule that anticipates trial in 2022 or 2023. Mediation is scheduled for November 6, 2020. The Company believes the plaintiffs' claims to be without merit and is vigorously defending against them.

Sprint Patent Infringement Claim. On March 7, 2018, Sprint Communications Company L.P ("Sprint") filed complaints in the U.S. District Court for the District of Delaware alleging that the Company (and other industry participants) infringe patents purportedly relating to Sprint's Voice over Internet Protocol ("VoIP") services. The lawsuit is part of a pattern of litigation that was initiated as far back as 2007 by Sprint against numerous broadband and telecommunications providers. The Company has multiple legal and contractual defenses and is vigorously defending against the claims. Additionally, the Company is pursuing indemnification claims against equipment providers whose equipment is implicated by the claims. Formal discovery was completed in mid-February 2020, with the trial originally scheduled for October 2020, being moved to a yet to be determined date in the second half of 2021. The Company is unable at this time to determine whether the outcome of the litigation would have a material impact on the Company's financial position, results of operations or cash flows.

The Company is party to various legal proceedings (including individual, class and putative class actions) arising in the normal course of its business covering a wide range of matters and types of claims including, but not limited to, general contracts, billing disputes, rights of access, programming, taxes, fees and surcharges, consumer protection, trademark and patent infringement, employment, regulatory, tort, claims of competitors and disputes with other carriers.

In accordance with GAAP, the Company accrues an expense for pending litigation when it determines that an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. Legal defense costs are expensed as incurred. None of the Company's existing accruals for pending matters is material. The Company consistently monitors its pending litigation for the purpose of adjusting its accruals and revising its disclosures accordingly, in accordance with GAAP, when required. However, litigation is subject to uncertainty, and the outcome of any particular matter is not predictable. The Company will vigorously defend its interests in pending litigation, and the Company believes that the ultimate resolution of all such matters, after considering insurance coverage or other indemnities to which it is entitled, will not have a material adverse effect on its consolidated financial position, results of operations, or cash flows.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

We are a leading broadband services provider offering high-speed data ("HSD"), cable television ("Video"), and digital telephony ("Telephony") services to residential customers and offer a full range of products and services to business customers. Our services are delivered across 19 markets via our advanced hybrid fiber-coax ("HFC") network. Our footprint covers certain suburban areas within the states of Alabama, Florida, Georgia, Illinois, Indiana, Maryland, Michigan, Ohio, South Carolina and Tennessee. At September 30, 2020, our broadband networks passed 3.2 million homes and businesses and served approximately 846,300 customers.

Our core strategy is to provide outstanding service at affordable prices. We execute this strategy by managing our operations to focus on the customer. We believe that the customer experience should be reliable, easy and pleasantly surprising, every time. To achieve this customer experience, we operate one of the most technically advanced and uniform networks in the industry with approximately 97% of our network at 750 MHz or greater capacity.

Our advanced network offers HSD speeds up to 1 GIG (1000 Mbps) in approximately 95% of our footprint. Led by our robust HSD offering, our products are available either as a bundle or as an individual service to residential and business service customers. We continue to operate under a broadband-centric growth strategy. Based on our per subscriber economics, we believe that HSD represents the greatest opportunity to enhance profitability across our residential and business markets.

In early 2020, we initiated a shift in our offerings towards IP driven services in certain markets through over-the-top ("OTT") trials, in which we offered customers HSD only service with an alternative video streaming option (e.g., Amazon Firestick). Additionally, we launched our WOW tv+ service which provides IP based video service to our customers. Our new Internet based video platform offers many advantages compared to the legacy video services we have historically provided, including an integrated customer experience for consuming video content through multiple mediums. The platform also provides for integration with android-based Internet of Things ("IoT") devices within each customer home as well as provides operational benefits for WOW as we deploy more efficient set-top boxes and recapture bandwidth within our network. As of September 30, 2020, WOW tv+ is available in ten of our markets covering approximately 80% of total homes passed.

We have also entered into agreements with YouTube TV and Sling TV, alongside previous agreements with Philo and Fubo, to promote their services alongside our HSD service. These initiatives are moving us towards our objective of clearing our network for better bandwidth utilization, providing more desired solutions for our customers, and optimization of our customer service efforts.

The initiatives above align with the accelerated shift in the industry toward consumption of content over the internet and increased dependency on fast reliable HSD service to effectively work and learn from home. For the nine months ended September 30, 2020, the average percentage of HSD only new connections was approximately 77% compared to an average percentage of approximately 57% for the nine months ended September 30, 2019. Additionally, new customers are connecting at higher speeds with approximately 80% of new customers purchasing HSD only service at 200MB or higher during the second and third quarters of 2020 compared to approximately 50% in prior quarters. WOW has met, and expects to continue to meet, capacity demands as network traffic increases.

We continue to refine our response to the continuing global health crisis related to the outbreak of coronavirus, or COVID-19, by focusing on the management of network bandwidth needs and development of self-service options for our customers. In addition to addressing the needs of our customers, WOW is addressing the needs of others within the communities that the Company operates through participation in the ACA Connects "K-12 Bridge to Broadband" initiative to connect students with online learning. ACA Connects is a trade association for small and medium-sized independent broadband providers. The initiative helps school districts and states provide internet access for students in low-income households.

As of September 30, 2020, we are not able to fully predict the overall impact of the global health crisis on our business. While we have not seen a significant increase in delinquent payments, we have increased our allowance for doubtful accounts by an immaterial amount as a precaution resulting from uncertainty related to the potential impact of our residential and business service customers' ability to pay for services. Additionally, while we have seen only a slight delay in the overall timing of customer payments, we are not yet able to assess the future economic impact of WOW's agreement to suspend disconnections and collection efforts related to COVID-19.

Thus far, we have not experienced any adverse effects on our ability to procure materials and equipment. However, we are not able to predict if we will incur delays in obtaining required materials from suppliers and vendors throughout the duration of the global health crisis.

We reviewed the provisions outlined in the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and have taken advantage of the following provisions: (i) deferral of the employer's portion of social security payroll taxes to 2021 and 2022, (ii) the interest expense limitation increase from 30% to 50%, and (iii) the acceleration of Alternative Minimum Tax refund credits to 2020. However, while we continue to evaluate the provisions of the CARES Act and other governmental relief efforts, we do not anticipate any other provisions of the CARES Act or other such relief efforts to have a significant impact on our business.

Critical Accounting Policies and Estimates

For a discussion of our critical accounting policies and the means by which we develop estimates refer to "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2019 Annual Report on Form 10-K. There have been no material changes from the critical policies described in our Form 10-K.

Homes Passed and Subscribers

We report homes passed as the number of serviceable addresses, such as single residence homes, apartments and condominium units, and businesses passed by our broadband network and listed in our database. We report total subscribers as the number of subscribers who receive at least one of our HSD, Video or Telephony services, without regard to which or how many services they subscribe. We define each of the individual HSD subscribers, Video subscribers and Telephony subscribers as a revenue generating unit ("RGU"). The following table summarizes homes passed, total subscribers and total RGUs for our services as of each respective date and does not make adjustment for any of the Company's acquisitions or divestitures:

	Sep. 30, 2019	Dec. 31, 2019	Mar. 31, 2020	Jun. 30, 2020	Sep. 30, 2020
Homes passed	3,215,500	3,237,200	3,235,200	3,237,700	3,242,400
Total subscribers	817,600	823,400	838,000	844,500	846,300
HSD RGUs	773,900	781,500	797,600	805,600	808,900
Video RGUs	380,800	373,800	365,800	351,700	328,000
Telephony RGUs	195,700	193,100	190,900	188,100	182,000
Total RGUs	1,350,400	1,348,400	1,354,300	1,345,400	1,318,900

The following table displays the homes passed and subscribers related to the Company's edge-out activities:

	Sep. 30, 2019	Dec. 31, 2019	Mar. 31, 2020	Jun. 30, 2020	Sep. 30, 2020
Homes passed	166,600	186,900	187,700	189,700	190,800
Total subscribers	39,500	42,500	44,300	45,200	46,300
HSD RGUs	39,200	42,300	44,000	44,900	46,100
Video RGUs	18,100	18,700	19,200	19,100	18,900
Telephony RGUs	7,100	7,500	7,800	7,800	7,900
Total RGUs	64,400	68,500	71,000	71,800	72,900

While we take appropriate steps to ensure subscriber information is presented on a consistent and accurate basis at any given balance sheet date, we periodically review our policies in light of the variability we may encounter across our different markets due to the nature and pricing of products, services, and billing systems. Accordingly, we may from time to time make appropriate adjustments to our subscriber information based on such reviews.

Financial Statement Presentation

Revenue

Our operating revenue is primarily derived from monthly recurring charges for HSD, Video, Telephony and other business services to residential and business customers, in addition to other revenues.

- HSD revenue consists primarily of fixed monthly fees for data service and rental of modems.

- Video revenue consists primarily of fixed monthly fees for basic, premium and digital cable television services and rental of video converter equipment, as well as charges from optional services, such as pay-per-view, video-on-demand and other events available to the customer. The Company is required to pay certain cable franchising authorities an amount based on the percentage of gross revenue derived from video services. The Company generally passes these fees on to the customer, which is included in video revenue.

- Telephony revenue consists primarily of fixed monthly fees for local service and enhanced services, such as call waiting, voice mail and measured and flat rate long-distance service.

- Other business service revenue consists primarily of monthly recurring charges for session initiated protocol, web hosting, metro Ethernet, wireless backhaul, broadband carrier services and cloud infrastructure services provided to business customers.

- Other revenue consists primarily of revenue from line assurance warranty services provided to residential and business customers and revenue from late fees and advertising placement.

Revenues attributable to monthly subscription fees charged to customers for our HSD, Video and Telephony services were 93% and 92% of total revenue for the nine months ended September 30, 2020 and 2019, respectively. The remaining percentage of non-subscription revenue is derived primarily from other business services, line assurance warranty services and advertising placement.

Costs and Expenses

Our expenses primarily consist of operating, selling, general and administrative expenses, depreciation and amortization expense, and interest expense.

Operating expenses primarily include programming costs, data costs, transport costs and network access fees related to our HSD, Video and Telephony services, costs of dark fiber sales, network operations and maintenance services, customer service and call center expenses, bad debt, billing and collection expenses and franchise and other regulatory fees.

Selling, general and administrative expenses primarily include salaries and benefits of corporate and field management, sales and marketing personnel, human resources and related administrative costs.

Depreciation and amortization includes depreciation of our broadband networks and equipment, buildings and leasehold improvements and amortization of other intangible assets with definite lives primarily related to acquisitions. Depreciation and amortization expense is presented separately from operating and selling, general and administrative expenses in the accompanying unaudited condensed consolidated statements of operations.

We control our costs of operations by maintaining strict controls on expenditures. More specifically, we are focused on managing our cost structure by improving workforce productivity, increasing the effectiveness of our purchasing activities and maintaining discipline in customer acquisition. We expect programming expenses to continue to increase per Video subscriber due to a variety of factors, including increased demands by owners of some broadcast stations for carriage of other services or payments to those broadcasters for retransmission consent and annual increases imposed by programmers with additional selling power as a result of media consolidation. We have not been able to fully pass these increases on to our customers without the loss of customers, nor do we expect to be able to do so in the future.

Results of Operations

The following table summarizes our results of operations for the three and nine months ended September 30, 2020 and 2019:

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
	(in millions)			
Revenue	$ 288.7	$ 285.4	$ 855.2	$ 862.3
Costs and expenses:				
Operating (excluding depreciation and amortization)	140.8	138.8	436.6	432.4
Selling, general and administrative	45.0	40.6	134.2	133.7
Depreciation and amortization	58.2	50.9	170.8	151.5
Loss on sale of operating assets, net	—	8.4	—	4.8
	244.0	238.7	741.6	722.4
Income from operations	44.7	46.7	113.6	139.9
Other income (expense):				
Interest expense	(32.2)	(35.8)	(98.1)	(107.4)
(Loss) gain on sale of assets, net	(0.3)	—	0.4	—
Other income, net	0.8	0.6	1.6	3.3
Income before provision for income tax	13.0	11.5	17.5	35.8
Income tax expense	(4.0)	(0.1)	(6.2)	(6.3)
Net income	$ 9.0	$ 11.4	$ 11.3	$ 29.5

Revenue

Revenue for the three and nine months ended September 30, 2020 increased $3.3 million, or 1%, and decreased $7.1 million, or 1%, respectively, as compared to the corresponding periods in 2019 as follows:

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
	(in millions)			
Residential subscription	$ 233.6	$ 227.7	$ 690.8	$ 691.3
Business services subscription	35.9	34.7	107.2	102.7
Total subscription	269.5	262.4	798.0	794.0
Other business services	6.3	6.8	19.2	21.0
Other	12.9	16.2	38.0	47.3
	$ 288.7	$ 285.4	$ 855.2	$ 862.3

Subscription Revenue

Total subscription revenue increased $7.1 million, or 3%, and $4.0 million or 1%, during the three and nine months ended September 30, 2020, as compared to the corresponding periods in 2019. The increases were driven by a $15.2 million and $22.3 million increase in average revenue per unit ("ARPU"), respectively as HSD acquisition sell-in ARPU has increased coupled with periodic Video service rate increases, and a $10.0 million and $25.7 million increase in volume attributable almost exclusively to the addition of HSD subscribers. ARPU is calculated as subscription revenue for each of the HSD, Video and Telephony services divided by the average total RGUs for each service category for the respective period. These increases were partially offset by a $18.1 million and $44.0 million shift in service offering mix, respectively, as we continue to experience a reduction in Video and Telephony RGUs.

Other Business Services

Other business services revenue decreased $0.5 million, or 7% and $1.8 million, or 9%, during the three and nine months ended September 30, 2020, as compared to the corresponding periods in 2019. The decreases in each period were primarily due to decreases in data center revenue.

Other

Other revenue decreased $3.3 million, or 20% and $9.3 million, or 20%, during the three and nine months ended September 30, 2020, as compared to the corresponding periods in 2019, primarily due to decreases in advertising, late fee and line assurance revenue. The reduction of late fee revenue in the year to date period is attributable to the Company's participation in the FCC pledge from March 12, 2020 to June 30, 2020 to stop charging late fees to customers affected by the global health crisis.

Operating expenses (excluding depreciation and amortization)

Operating expenses (excluding depreciation and amortization) increased $2.0 million, or 1%, and $4.2 million, or 1%, during the three and nine months ended September 30, 2020, as compared to the corresponding periods in 2019. During the third quarter of 2019, the Company finalized the insurance claim related to the damages incurred from Hurricane Michael, receiving approximately $6.5 million of business interruption insurance proceeds during the quarter. During the three and nine months ended September 30, 2020, the Company incurred lower direct expenses, specifically programming expense, partially offset by increased hardware and software and third-party service provider expense.

Incremental contribution

Incremental contribution is defined as subscription services revenue less costs directly incurred from third parties in connection with the provision of such services to our customers (service direct expense). Incremental contribution increased $12.4 million, or 7%, during the three months ended September 30, 2020 compared to the three months ended September 30, 2019 and $18.7 million, or 4% during the nine months ended September 30, 2020 compared to the nine months ended September 30, 2019.

The increase is primarily due to an increase in HSD subscription revenue combined with the decrease in programming expense. Programming expense decreased from $88.8 million for the three months ended September 30, 2019 to $83.9 million for the three months ended September 30, 2020 and $275.9 million for the nine months ended September 30, 2019 to $261.6 million for the nine months ended September 30, 2020.

Selling, general and administrative expenses

Selling, general and administrative expenses increased $4.4 million, or 11%, and $0.5 million during the three and nine months ended September 30, 2020, respectively, compared to the corresponding periods in 2019. The increases are primarily attributable to increases in costs associated with digital transformation initiatives and marketing expense, partially offset by decreased restructuring and travel and entertainment expenses.

Depreciation and amortization expenses

Depreciation and amortization expenses increased $7.3 million, or 14%, and $19.3 million, or 13%, during the three and nine months ended September 30, 2020, respectively, compared to the corresponding periods in 2019. The increases are primarily attributable to assets placed in service in the fourth quarter of 2019 combined with an increase of equipment and vehicle lease activity.

Loss on sale of operating assets

On December 14, 2017, we sold a portion of our Chicago fiber network to a subsidiary of Verizon for $225.0 million in cash. In addition, we and a subsidiary of Verizon entered into a Construction Services Agreement pursuant to which we agreed to complete the build-out of the network in exchange for $50.0 million (which approximated our remaining estimate to complete the network build-out), recognized over time as the remaining network elements were completed and accepted. The Company completed the network build-out as of September 30, 2019. We recognized a $2.5 million loss for the nine months ended September 30, 2019 as a result of the completion and acceptance of such elements during 2019.

Interest expense

Interest expense decreased $3.6 million, or 10%, and $9.3 million, or 9%, during the three and nine months ended September 30, 2020, respectively, compared to the corresponding periods in 2019. The decreases are primarily due to lower interest rates during the three and nine months ended September 30, 2020 compared to the corresponding periods in 2019.

Income tax expense

We reported income tax expense of $4.0 million and $0.1 million for the three months ended September 30, 2020 and 2019, respectively, and income tax expense of $6.2 million and $6.3 million for the nine months ended September 30, 2020 and 2019, respectively. The Company’s effective federal and state income tax rate during the three and nine months ended September 30, 2020 is primarily related to a reduction in income for the nine months ended when compared to 2019, a decrease in expected tax benefits on stock-based compensation, and an additional valuation allowance related to certain state deferred tax assets.

Use of Incremental Contribution and Adjusted EBITDA

We use certain measures that are not defined by GAAP to evaluate various aspects of our business such as adjusted EBITDA and incremental contribution. These measures should be considered in addition to, not as a substitute for, consolidated net income (loss) and operating income (loss) or any other performance measures derived in accordance with GAAP as measures of operating performance or operating cash flows, or as measures of liquidity. Our use of the terms adjusted EBITDA and incremental contribution may vary from others in our industry. These metrics have important limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. These metrics do not identify or allocate any other operating costs and expenses that are components of our income (loss) from operations to specific subscription revenues as we do not measure or record such costs and expenses in a manner that would allow attribution to a specific component of subscription revenue.

Adjusted EBITDA

The following table provides a reconciliation of adjusted EBITDA to net income or loss, which is the most directly comparable GAAP measure, for the three and nine months ended September 30, 2020 and 2019:

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
	(in millions)			
Net income	$ 9.0	$ 11.4	$ 11.3	$ 29.5
Depreciation and amortization	58.2	50.9	170.8	151.5
Loss on sale of operating assets, net	—	8.4	—	4.8
Interest expense	32.2	35.8	98.1	107.4
Loss (gain) on sale of assets, net	0.3	—	(0.4)	—
Non-recurring professional fees, M&A integration and restructuring expense	8.0	5.3	21.2	22.2
Non-cash stock compensation	2.6	2.9	8.3	7.8
Other income, net	(0.8)	(0.6)	(1.6)	(3.3)
Income tax expense	4.0	0.1	6.2	6.3
Adjusted EBITDA	$ 113.5	$ 114.2	$ 313.9	$ 326.2

Incremental contribution

Incremental contribution is included herein because we believe that it is a key metric used by our management to assess the financial performance of the business by showing how the relative relationship of the various components of subscription services contributes to our overall consolidated historical results. Our management further believes that it provides useful information to investors in evaluating our financial condition and results of operations because the additional detail illustrates how an incremental dollar of revenue generates cash, before any unallocated costs are considered, which we believe is a key component of our overall strategy and important for understanding what drives our cash flow position relative to our historical results. Incremental contribution is defined by us as the components of subscription revenue, less costs directly incurred from third parties in connection with the provision of such services to our customers.

The following table provides a reconciliation of incremental contribution to income from operations, which is the most directly comparable GAAP measure, for the three and nine months ended September 30, 2020 and 2019:

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
	(in millions)			
Income from operations	$ 44.7	$ 46.7	$ 113.6	$ 139.9
Revenue (excluding subscription revenue)	(19.2)	(23.0)	(57.2)	(68.3)
Other non-allocated operating expense (excluding depreciation and amortization)	50.5	43.2	155.1	136.2
Selling, general and administrative	45.0	40.6	134.2	133.7
Depreciation and amortization	58.2	50.9	170.8	151.5
Loss on sale of operating assets, net	—	8.4	—	4.8
Incremental contribution	$ 179.2	$ 166.8	$ 516.5	$ 497.8

Liquidity and Capital Resources

At September 30, 2020, we had $133.4 million in current assets, including $32.9 million in cash and cash equivalents, and $234.0 million in current liabilities. Our outstanding consolidated debt and finance lease obligations aggregated to $2,287.0 million, of which $34.9 million is classified as current in our unaudited condensed consolidated balance sheet as of such date.

We are required to prepay principal amounts under our Senior Secured Credit Facilities credit agreement if we generate excess cash flow, as defined in the credit agreement. As of September 30, 2020, we had borrowing capacity of $235.6 million under our Revolving Credit Facility and were in compliance with all our debt covenants. Thus far, we have not experienced significant effects on our liquidity as a result of the global health crisis. Accordingly, we believe that we have sufficient resources to fund our obligations and anticipated liquidity requirements in the foreseeable future in light of the current economic uncertainties.

Historical Operating, Investing, and Financing Activities

Operating Activities

Net cash provided by operating activities increased from $179.2 million for the nine months ended September 30, 2019 to $200.1 million for the nine months ended September 30, 2020. The increase is primarily due to timing differences of our receivables and payables.

Investing Activities

Net cash used in investing activities decreased from $171.4 million for the nine months ended September 30, 2019 to $166.9 million for the nine months ended September 30, 2020. The change is primarily attributable to a decrease in capital expenditures partially offset by proceeds from the sale of the Chicago fiber assets received during the first nine months of 2019.

We have ongoing capital expenditure requirements related to the maintenance, expansion and technological upgrades of our network. Capital expenditures are funded primarily through a combination of cash on hand and cash flow from operations. Our capital expenditures were $166.3 million and $191.1 million for the nine months ended September 30, 2020 and 2019, respectively. The $24.8 million decrease from the nine months ended September 30, 2019 to the nine months ended September 30, 2020 is primarily due to a decrease in edge-out expenditures partially offset by an increase in HSD customer premise equipment (“CPE”) purchases to ensure the Company received the necessary equipment to meet customer demand in light of the coronavirus outbreak and mitigate against potential supply chain issues. Additionally, the Company is no longer incurring costs in relation to the Construction Services Agreement as it was completed during the third quarter of 2019. Capital expenditures associated with the Construction Services Agreement were recognized within the business services capital expenditure category in 2019.

The following table sets forth additional information regarding our capital expenditures for the periods presented:

	Nine months ended September 30,	
	2020	**2019**
Capital Expenditures		
Customer premise equipment(1)	$ 97.9	$ 87.0
Scalable infrastructure(2)	21.9	13.4
Line extensions(3)	11.9	48.7
Support capital and other(4)	34.6	42.0
Total	$ 166.3	$ 191.1
Capital expenditures included in total related to:		
Edge-outs(5)	$ 6.5	$ 27.6
Business services(6)	$ 12.2	$ 27.2

(1) Customer premise equipment ("CPE") includes equipment and installation costs incurred to deliver services to residential and business services customers. CPE includes the costs of acquiring and installing our set-top boxes and modems, as well as the cost of customer connections to our network.
(2) Scalable infrastructure includes costs, not directly related to customer acquisition activity, to support new customer growth and provide service enhancements (e.g., headend equipment).
(3) Line extensions include costs associated with new home development within our footprint and edge-outs (e.g., fiber / coaxial cable, amplifiers, electronic equipment, make-ready and design engineering).
(4) Support capital and other includes costs to modify or replace existing HFC network, including enhancements, and all other costs to support day-to-day operations, including land, buildings, vehicles, office equipment, tools and test equipment.
(5) Edge-outs represent costs to extend our network into new adjacent service areas, including the associated CPE.
(6) Business services represent costs associated with the build-out of our network to support business services customers, including the associated CPE.

Financing Activities

Net cash used in financing activities increased from $11.7 million for the nine months ended September 30, 2019 to $21.3 million for the nine months ended September 30, 2020 primarily due to an increase in net repayments of $10.1 million during the nine months ended September 30, 2020 compared to the nine months ended September 30, 2019.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our exposure to market risk is limited and primarily related to fluctuating interest rates associated with our variable rate indebtedness under our Senior Secured Credit Facility. As of September 30, 2020, borrowings under our Term B Loans and Revolving Credit Facility bear interest at our option at a rate equal to either an adjusted LIBOR rate (which is subject to a minimum rate of 1.00% for Term B Loans) or an ABR (which is subject to a minimum rate of 1.00% for Term B Loans), plus the applicable margin. The applicable margins for the Term B Loans are 3.25% for adjusted LIBOR loans and 2.25% for ABR loans. The applicable margin for borrowings under the Revolving Credit Facility is 3.00% for adjusted LIBOR loans and 2.00% for ABR loans. We manage the impact of interest rate changes on earnings and operating cash flows by entering into derivative instruments to protect against increases in the interest rates on our variable rate debt. We use interest rate swaps, where we receive variable rate amounts in exchange for fixed rate payments. As of September 30, 2020, after considering our interest rate swaps, approximately 40% of our Senior Secured Credit Facility is still variable rate debt. A hypothetical 100 basis point (1%) change in LIBOR interest rates (based on the interest rates in effect under our Senior Secured Credit Facility as of September 30, 2020) would result in an annual interest expense change of up to approximately $9.4 million on our Senior Secured Credit Facility.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the U.S. Securities and Exchange Commission rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer (together, the "Certifying Officers"), as appropriate, to allow for timely decisions regarding required disclosure.

In designing and evaluating disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance, not absolute assurance of achieving the desired objectives. Also, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. The design of any system of controls is based, in part, upon certain assumptions about the likelihood of future events and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Our management, with the participation of the Certifying Officers, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of September 30, 2020. Based on these evaluations, the Chief Executive Officer and the Chief Financial Officer concluded that our disclosure controls and procedures required by paragraph (b) of Rule 13a-15 or 15d-15 were effective as of September 30, 2020.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that occurred during the third quarter of 2020.

PART II

Item 1. Legal Proceedings

IPO Shareholder Class Action. Beginning in June 2018, four different plaintiffs' firms filed five separate class-action lawsuits against WOW, certain individual defendants, and the private equity sponsors and underwriters of the May 2017 initial public offering. The actions allege violations of Sections 11, 12, and 15 of the 1933 Securities Act. The three actions filed in New York have been consolidated as *Kirkland. et al. v. WideOpenWest, Inc., et al.*, 653248/2018 in the federal court in the Southern District of New York. The other two actions, which were filed in Colorado state court, have been stayed by agreement until final resolution of the *Kirkland* action. The Plaintiffs in *Kirkland* allege that Defendants made or caused misstatements to be made in the Registration Statement and Prospectus issued in connection with the IPO. On January 17, 2019, Defendants filed an omnibus motion to dismiss all claims for failure to state causes of action which the court denied in part and granted in part on May 18, 2020, with the Company thereafter appealing those claims not dismissed. The court is considering a litigation schedule that anticipates trial in 2022 or 2023. Mediation is scheduled for November 6, 2020. The Company believes plaintiffs claims to be without merit and is vigorously defending against them.

Sprint Patent Infringement Claim. On March 7, 2018, Sprint Communications Company L.P ("Sprint") filed complaints in the U.S. District Court for the District of Delaware alleging that the Company (and other industry participants) infringe patents purportedly relating to Sprint's Voice over Internet Protocol ("VoIP") services. The lawsuit is part of a pattern of litigation that was initiated as far back as 2007 by Sprint against numerous broadband and telecommunications providers. The Company has multiple legal and contractual defenses and is vigorously defending against the claims. Additionally, the Company is pursuing indemnification claims against equipment providers whose equipment is implicated by the claims. Formal discovery was completed in mid-February 2020, with the trial originally scheduled for October 2020, being moved to a yet to be determined date in the second half of 2021. The Company is unable at this time to determine whether the outcome of the litigation would have a material impact on the Company's financial position, results of operations or cash flows.

The Company is party to various legal proceedings (including individual, class and putative class actions) arising in the normal course of its business covering a wide range of matters and types of claims including, but not limited to, general contracts, billing disputes, rights of access, programming, taxes, fees and surcharges, consumer protection, trademark and patent infringement, employment, regulatory, tort, claims of competitors and disputes with other carriers. In addition, in the normal course of business, we are subject to various other legal and regulatory claims and proceedings directed at or involving us, which in our opinion will not have a material adverse effect on our financial position or results of operations or liquidity.

In accordance with GAAP, the Company accrues an expense for pending litigation when it determines that an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. Legal defense costs are expensed as incurred. None of the Company's existing accruals for pending matters is material. The Company consistently monitors its pending litigation for the purpose of adjusting its accruals and revising its disclosures accordingly, in accordance with GAAP, when required. However, litigation is subject to uncertainty, and the outcome of any particular matter is not predictable. The Company will vigorously defend its interest for pending litigation, and as of this date, the Company believes that the ultimate resolution of all such matters, after considering insurance coverage or other indemnities to which it is entitled, will not have a material adverse effect on its unaudited condensed consolidated financial position, results of operations, or cash flows.

Item 1A. Risk Factors

Our Annual Report on Form 10-K for the year ended December 31, 2019 includes "Risk Factors" under Item 1A of Part 1. The Company identified an additional risk factor related to public health threats or outbreaks of communicable diseases which is included in our quarterly Form 10-Q for the period ended March 31, 2020.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Purchases of Equity Securities by the Issuer

The following table presents WOW's purchases of equity securities completed during the third quarter of 2020 (dollars in millions, except per share amounts):

Period	Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs
July 1 - 31, 2020	4,897	$ 5.46	—	$ —
August 1 - 31, 2020	3,786	$ 5.75	—	$ —
September 1 - 30, 2020	1,422	$ 5.19	—	$ —

(1) Shares represent shares withheld from employees for the payment of taxes upon the vesting of restricted stock awards.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

On August 4, 2020, the Compensation Committee of our Board of Directors approved a form of Performance Unit Award Agreement ("Performance Award Agreement") based on the Company's cumulative EBITDA (as defined therein) and its total shareholder return, units of which would be issued from time to time under the Company's 2017 Omnibus Incentive Plan. Under the terms of the Performance Award Agreement, the Company may issue restricted stock units ("performance units"), which performance units will be earned or forfeited based on the Company's performance relative to (i) certain three-year cumulative EBITDA targets of the Company for 2020, 2021 and 2022 (such performance units, the "EBITDA Units"), and (ii) the total shareholder return ("TSR") performance of the Company in comparison to the provided peer group therein between January 1, 2020 and December 31, 2022 (such performance units, the "TSR Units"). With respect to each of the EBITDA Units and TSR Units, upon achievement of the minimum threshold performance metric, grantees may earn 50% to 200% of their respective target equity awards based on the performance goal. The performance units will be earned and vested or forfeited, as applicable, upon the Compensation Committee's determination of final three-year performance metrics in early 2023 and, to the extent earned, the grantee will be entitled to one share of common stock for each performance unit earned no later than March 15, 2023.

Generally, in the event of a termination without cause following a change in control, performance units will be earned and vested based on actual performance. In the event of termination without cause not in connection with a change in control, the performance units will be pro-rated based on the number of completed months of employment during the performance period divided by the 36-month performance period and the amount of EBITDA Units and TSR Units shall be based on actual performance during the applicable performance periods as set forth in the Performance Award Agreement. In the event of termination with cause, all performance units will be forfeited, except with respect to resignation or retirement, where only unearned and unvested performance units will be forfeited. The participant is subject to standard covenants, including confidentiality, non-solicitation, non-competition and non-disparagement. The Form of Performance Award Agreement is attached as Exhibit 10.1 to this Form 10-Q and is incorporated herein by reference.

On August 4, 2020, the Compensation Committee of our Board of Directors approved the issuance of performance units to each of the following named executive officers in the following target amounts: Teresa Elder, Chief Executive Officer, 74,526 EBITDA Units and 137,755 TSR Units; Craig Martin, General Counsel and Secretary, 15,686 EBITDA Units and 28,994 TSR Units; and Don Schena, Chief Customer Experience Officer, 15,505 EBITDA Units and 28,659 TSR Units.

Item 6. Exhibits

Exhibit Number	Exhibit Description
10.1*+	Form of Performance Unit Agreement between WOW and the Participant of WOW
31.1*	Certification of Chief Executive Officer pursuant to 15 U.S.C. Section 10A, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Chief Financial Officer pursuant to 15 U.S.C. Section 10A, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	The following financial information from WideOpenWest, Inc.'s Quarterly Report on Form 10-Q for the three and nine months ended September 30, 2020, filed with the Securities and Exchange Commission on November 5, 2020, formatted in iXBRL (inline eXtensible Business Reporting Language) includes: (i) the unaudited Condensed Consolidated Balance Sheets; (ii) the unaudited Condensed Consolidated Statements of Operations, (iii) the unaudited Condensed Consolidated Statements of Comprehensive Income (Loss); (iv) the unaudited Condensed Consolidated Statements of Changes in Stockholders' Deficit; (v) the unaudited Condensed Consolidated Statements of Cash Flows; and (vi) the Notes to the unaudited Condensed Consolidated Financial Statements.
104	Cover Page, formatted in iXBRL and contained in Exhibit 101.

* Filed herewith.

\+ Certain portions of this exhibit that are not material and would be competitively harmful if publicly disclosed have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. Copies of the unredacted exhibit will be furnished to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

	WIDEOPENWEST, INC.
November 5, 2020	By: /s/ TERESA ELDER Teresa Elder *Chief Executive Officer*
	By: /s/ JOHN REGO John Rego *Chief Financial Officer*

Pursuant to Item 601(b)(10) of Regulation S-K, certain confidential portions of this exhibit have been omitted by means of marking such portions with asterisks as the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit 10.1

PERFORMANCE UNIT AGREEMENT
PURSUANT TO THE
WIDEOPENWEST, INC. 2017 OMNIBUS INCENTIVE PLAN

*** * * * ***

Participant: [●]______________________________________

Grant Date: [●]______________________________________

Target Number of
Performance Units Granted: [●]________________________ of which:

__________ are subject to the EBITDA performance criteria, as described in Section 3(a) (the "Target EBITDA Units"); and

__________ are subject to the Relative TSR performance criteria as described in Section 3(b) (the "Target TSR Units").

*** * * * ***

THIS PERFORMANCE UNIT AWARD AGREEMENT (this ***"Agreement"***), dated as of the Grant Date specified above, is entered into by and between WideOpenWest, Inc., a corporation organized in the State of Delaware (the ***"Company"***), and the Participant specified above, pursuant to the WideOpenWest, Inc. 2017 Omnibus Incentive Plan, as in effect and as amended from time to time (the ***"Plan"***), which is administered by the Committee; and

WHEREAS, it has been determined under the Plan that it would be in the best interests of the Company to grant Performance Units provided herein to the Participant; and

WHEREAS, in consideration of the Grant as defined herein, Participant agrees to abide by each of the covenants set forth in this Agreement and acknowledges that the inherent value of the Grant constitutes good, valuable and sufficient consideration for each of the Participant's covenants set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

1. **Incorporation By Reference; Plan Document Receipt**. This Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments thereto adopted at any time and from time to time unless such amendments are expressly intended not to apply to the Grant provided hereunder), all of which terms and provisions are made a part of and incorporated in this Agreement as if they were each expressly set forth herein. Any capitalized term not defined in this Agreement shall have the same meaning as is ascribed thereto in the Plan. The Participant hereby acknowledges receipt of a true copy of the Plan and that the Participant has read the Plan carefully and fully understands its content. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control.

2. **Grant of Performance Unit Award**. The Company hereby grants to the Participant, as of the Grant Date specified above, the number of Performance Units specified above (the ***"Grant"***). Except as otherwise provided by the Plan, the Participant agrees and understands that nothing contained in this Agreement provides, or is intended to provide, the Participant with any protection against potential future dilution of the

Participant's interest in the Company for any reason, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such shares, except as otherwise specifically provided for in the Plan or this Agreement. The Participant shall not have the rights of a stockholder in respect of the Performance Units underlying this Grant until such shares are delivered to the Participant in accordance with Section 4 hereof.

3. **Earning of Performance Units**. The Participant shall have no right or entitlement in respect of the Performance Units unless and to the extent the Performance Units become earned and vested in accordance with this Agreement. The Performance Units shall be earned as follows:

(a) Cumulative EBITDA.

(i) Performance Units based on Cumulative EBITDA performance shall be subject to the three-year cumulative EBITDA of the Company for 2020, 2021 and 2022 and shall be earned as follows:

	Threshold Goal	Target Goal	Maximum Goal
Performance (% of Target EBITDA)	95%	100%	105%
Three-Year Cumulative EBITDA	$[***] Billion	$[***] Billion	$[***] Billion or more
EBITDA Units	50% of Target EBITDA Units Granted	100% of Target EBITDA Units Granted	200% of Target EBITDA Units Granted

(ii) For performance in between the goals set forth above, the number of EBITDA Units earned will be interpolated on a straight-line basis.

(iii) The Participant shall forfeit the Target EBITDA Units if the Company's three-year cumulative EBITDA for 2020, 2021 and 2022 is less than $[***] Billion.

(iv) The Committee shall round, up or down to the nearest whole number, the number of earned EBITDA Units and the cumulative EBITDA, in its sole discretion provided that it calculates such measures consistently for all EBITDA Units with Grant Dates in the same year.

(v) Whether and the extent to which EBITDA Units become earned and vested under Section 3(a) herein will be determined by the Committee as soon as practicable in early 2023 once the Committee certifies performance and shares of Common Stock shall be delivered as set forth in Section 4 below.

(vi) For purposes of the Agreement, ***"EBITDA"*** shall mean Adjusted EBITDA as defined by the Company in its earnings releases furnished with the SEC from time to time (net income (loss) before net interest expense, income taxes, depreciation and amortization (including impairments), impairment losses on intangibles and goodwill, management fees to related party, the write-up or write-off of any asset, loss on early extinguishment of debt, integration and restructuring expenses and all non-cash charges and expenses (including stock compensation expense) and certain other income and expenses).

(b) Total Shareholder Return.

(i) Performance Units based on Relative TSR (the ***"TSR Units"***) shall be subject to the total shareholder return, as defined below, of the Company compared to the Company's peer group as set forth on Exhibit A for the performance period between January 1, 2020 and December 31, 2022.

Total Shareholder Return = Ending Average Stock Price – Beginning Average Stock Price + Dividends / Beginning Average Stock Price.

Where the Beginning Average Stock Price is equal to the average closing stock price for the 20-trading days leading up to the first day of the performance period and Ending Average Stock Price is equal to the average closing stock price for the 20-trading days leading up and including the last day of the performance period, assuming dividends are reinvested in additional shares of stock on the ex-dividend date.

The total shareholder return of the Company shall be compared to the total shareholder return of the Company's peer group on a percentile rank basis, as defined below:

P = 1 – (R-1)/(N-1)

Where:

"P" represents the percentile performance.

"N" represents the number of companies in the Company peer group, including the Company

"R" represents the Company's ranking versus the other companies in the Company's peer group

Example: If the Company ranks 6^{th} out of 15 companies, the performance ("P") therefore will be in the 64^{th} percentile.

This calculation is as follows: 0.64 = 1 – (6 – 1)/(15 – 1)

Once the relative performance has been determined, the following payout schedule shall determine how much of the target TSR Units shall be earned:

Performance Relative to Peers	TSR Units
75^{th} Percentile and above	200% of Target TSR Units Granted
50^{th} Percentile	100% of Target TSR Units Granted
35^{th} Percentile	50% of Target TSR Units Granted
Below 35^{th} Percentile	0% of Target TSR Units Granted

(ii) For performance in between the levels set forth above, the number of TSR Units earned will be interpolated on a straight-line basis.

(iii) The Committee shall round, up or down to the nearest whole number, the number of earned TSR Units and the total shareholder return, in its sole discretion provided that it calculates such measures consistently for all TSR Units with Grant Dates in the same year.

(iv) Whether and the extent to which TSR Units become earned and vested under Section 3(b) herein will be determined by the Committee as soon as practicable in early 2023 once the Committee certifies performance and shares of Common Stock shall be delivered as set forth in Section 4 below.

(c) Change in Control. In the event a Termination of Employment by the Company without Cause or by the Participant for Good Reason within twelve (12) months after a Change in Control, EBITDA and TSR Units shall be earned and vested based on actual performance for the performance periods set forth above. In the event of a Change in Control, if the Company's successor does not agree to assume this Agreement, or to substitute an equivalent award or right for this Grant, and if Participant has remained continuously employed from the Grant Date to the date of the Change in Control, and does not voluntarily resign without continuing with the Company's successor, then EBITDA and TSR Units shall be earned and vested based on actual performance from the beginning of the performance through the date of the Change in Control. The Committee shall certify performance, immediately prior to, and contingent upon, the consummation of such Change in and shares of Common Stock shall be delivered as set forth in Section 4 below. For purposes of this Agreement, "Good Reason" shall have the meaning set forth in the Participant's employment agreement with the Company.

(d) Termination. In the event of a Termination of Employment (i) due to the death or Disability of the Participant or (ii) the involuntary termination of the Participant by the Company without Cause, the EBITDA and TSR Units will be pro-rated based on the number of completed months of employment during the performance period divided by the 36 month performance period and the amount of EBITDA and TSR Units shall be based on actual performance during the applicable performance periods as set forth above subject to. If a Termination of Employment occurs with Cause, all Performance Units shall be forfeited as of the date of such Termination of Employment. If a Termination of Employment is due to the Participant's voluntary termination of employment with the Company including resignation or retirement, all Performance Units that have not been earned and vested as of such Termination of Employment shall be forfeited.

4. **Settlement of Performance Units**. Subject to Section 7 herein regarding withholding tax, as soon as practicable (but within 30 days) after the Performance Units becomes both earned and vested, the Company will issue and transfer to the Participant one share of Common Stock for each Performance Unit; provided, that such issuance and transfer shall in no event occur later than March 15th of the year following the date such Performance Units become earned and vested. No fractional shares will be issued.

5. **Non-Transferability**. The Performance Units, and any rights and interests with respect thereto, issued under this Agreement and the Plan shall not, prior to vesting, be sold, exchanged, transferred, assigned or otherwise disposed of in any way by the Participant (or any beneficiary of the Participant), other than by testamentary disposition by the Participant or the laws of descent and distribution. Any attempt to sell, exchange, transfer, assign, pledge, encumber or otherwise dispose of or hypothecate in any way any of the Performance Units, or the levy of any execution, attachment or similar legal process upon the Performance Units, contrary to the terms and provisions of this Agreement and/or the Plan shall be null and void and without legal force or effect.

6. **Governing Law**. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the choice of law principles thereof.

7. **Withholding of Tax**. The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind (including, but not limited to, the Participant's FICA and SDI obligations) which the Company,

in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the Performance Units and, if the Participant fails to do so, the Company may otherwise refuse to issue or transfer any shares of Common Stock otherwise required to be issued pursuant to this Agreement. Any minimum statutorily required withholding obligation with regard to the Participant may be satisfied by reducing the amount of cash or shares of Common Stock otherwise deliverable to the Participant hereunder.

8. **Entire Agreement; Amendment**. This Agreement, together with the Plan, contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter.

9. **Notices**. Any notice hereunder by the Participant shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the General Counsel of the Company. Any notice hereunder by the Company shall be given to the Participant in writing and such notice shall be deemed duly given only upon receipt thereof at such address as the Participant may have on file with the Company.

10. **No Right to Employment**. Any questions as to whether and when there has been a Termination and the cause of such Termination shall be determined in the sole discretion of the Committee. Nothing in this Agreement shall interfere with or limit in any way the right of the Company, its Subsidiaries or Affiliates to terminate the Participant's employment or service at any time, for any reason and with or without Cause.

11. **Transfer of Personal Data**. The Participant authorizes, agrees and unambiguously consents to the transmission by the Company (or any Subsidiary) of any personal data information related to the Performance Units awarded under this Agreement for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Participant.

12. **Participant Covenants**. As a condition to and in consideration of Participant's receipt of the Grant set forth in this Agreement, Participant specifically agrees to and acknowledges the reasonableness of the following employment and postemployment restrictions.

a) **Confidential Information; Intellectual Property**: Participant acknowledges and agrees that, as a result of Participant's employment, Participant has access to trade secrets and other confidential or proprietary information of the Company and its customers and vendors (***"Confidential Information"***). Such information includes, but is not limited to: (i) customers and clients and customer or client lists, (ii) accounting and business methods, (iii) services or products and the marketing of such services and products, (iv) fees, costs and pricing structures, (v) designs, (vi) analysis, (vii) drawings, photographs and reports, (viii) computer software, including operating systems, applications and program listings, (ix) flow charts, manuals and documentation, (x) databases, (xi) inventions, devices, new developments, methods and processes, whether patentable or un-patentable and whether or not reduced to practice, (xii) copyrightable works, (xiii) all technology and trade secrets, and (xiv) all similar and related information in whatever form. Participant agrees that Participant shall not disclose or use at any time, either during Participant's employment with the Company or thereafter, any Confidential Information, except to the extent that such disclosure or use is directly related to the Company's business, or unless required to by law, or unless and to the extent that the Confidential Information in question has become generally known to and available for use by the public other than as a result of Participant's acts or omissions to act. In addition, Participant further agrees that any invention, design or innovation that Participant conceives or devises from Participant's use of Company time, equipment, facilities or support services belong exclusively to the Company, and that it may not be used for Participant's personal benefit, the benefit of a competitor, or for the benefit of any person or entity other than the Company.

b) **Non-Solicitation; Non-Competition**: During Participant's employment and for a period of twelve (12) months (the ***"No-Raid Period"***) following Participant's termination for any reason Participant will not directly or indirectly solicit, induce or attempt to influence any associate to leave the employment of the Company, nor will Participant hire any such associate or assist any other person or entity in doing so (each such activity, a ***"Raiding Activity"***). During Participant's employment and for a period of twenty four (24) months following Participant's termination for any reason, Participant will not, directly or indirectly, work for or contribute to the efforts of any business organization that competes, or plans to compete, with the Company or its products, nor will Participant call on or otherwise attempt (or assist the attempt) to solicit the business of any customer or client of the Company with whom Participant had direct contact or supervisory authority (each such activity, a ***"Competitive Activity"***) in the 24-month period immediately preceding Participant's separation (the ***"Non-Competition Period"***).

Participant recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of this Paragraph 12 b) shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Participant's employment terminates. It is agreed that the Participant's services to the Company are special and unique giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Participant's breach of this Paragraph 12 b), Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits pursuant to this Agreement or any other agreements between the Company and Participant. If any provision of Paragraph 12 b) of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Participant's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non-existence of any other similar agreement for anyone else employed by the Company or by Company's failure to exercise any of its rights under any such agreement.

c) **Nondisparagement**: Participant agrees not to make negative comments or otherwise disparage the Company or its officers, directors, employees, shareholders, agents or products and services at any time during employment or thereafter. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

13. **Compliance with Laws**. The issuance of the Performance Units or unrestricted shares pursuant to this Agreement shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case any respective rules and regulations promulgated thereunder) and any other law or regulation applicable thereto. The Company shall not be obligated to issue the Performance Units or any of the shares pursuant to this Agreement if any such issuance would violate any such requirements.

14. **Section 409A**. Notwithstanding anything herein or in the Plan to the contrary, the shares of Performance Units are intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent.

15. **Binding Agreement; Assignment**. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant shall not assign (except in

accordance with Section 5 hereof) any part of this Agreement without the prior express written consent of the Company.

16. **Headings**. The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

17. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

18. **Further Assurances**. Each party hereto shall do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as either party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated thereunder.

19. **Severability**. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

20. **Acquired Rights**. The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the award of Performance Units made under this Agreement is completely independent of any other award or grant and is made at the sole discretion of the Company; (c) no past grants or awards (including, without limitation, the Performance Units awarded hereunder) give the Participant any right to any grants or awards in the future whatsoever; and (d) any benefits granted under this Agreement are not part of the Participant's ordinary salary, and shall not be considered as part of such salary in the event of severance, redundancy or resignation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WideOpenWest, Inc.

By:

Name: ___________________________

Title: ___________________________

PARTICIPANT

____

Name: ___________________________

EXHIBIT A

Peer Group

Additional Treatment for Peer Group Companies Throughout the Performance Period:

If two companies in the peer group merge, the surviving company shall remain in the peer group.

If a company in the peer group merges with, or is acquired by, a company that is not in the peer group, and the company in the peer group is the surviving company, then the surviving company shall be included in the peer group.

If a company in the peer group merges with, or is acquired by, a company that is not in the peer group, and the company in the peer group is not the surviving company or the surviving company is no longer publicly traded, then the surviving company shall not be included in the peer group.

If a company in the peer group declares bankruptcy, they shall remain in the peer group but be assigned a TSR of -100%.

Exhibit 31.1

Certification of Chief Executive Officer
Pursuant to 15 U.S.C. Section 10A, as Adopted Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Teresa Elder, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of WideOpenWest, Inc. for the quarterly period ended September 30, 2020;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s Board of Directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

November 5, 2020

By: /s/ TERESA ELDER
Teresa Elder
Chief Executive Officer

Exhibit 31.2

Certification of Chief Financial Officer
Pursuant to 15 U.S.C. Section 10A, as Adopted Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, John Rego, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of WideOpenWest, Inc. for the quarterly period ended September 30, 2020;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) for the registrant and have:

    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 5, 2020

By: /s/ JOHN REGO
John Rego
Chief Financial Officer

Exhibit 32.1

Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of WideOpenWest, Inc. (the "Company") on Form 10-Q for the quarterly period ended September 30, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Teresa Elder, Chief Executive Officer and John Rego, Chief Financial Officer, of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 5, 2020

By: /s/ TERESA ELDER
Teresa Elder
Chief Executive Officer

By: /s/ JOHN REGO
John Rego
Chief Financial Officer