EFFECTIVE DATE: 03-19-14

EXPIRATION DATE: 03-19-24

Town of Hadley

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

l/k/a

Charter Communications

March 19, 2014

BOARD OF SELECTMEN
TOWN OF HADLEY
MASSACHUSETTS

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RENEWAL LICENSE

WHEREAS, Charter Communications Entertainment I, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Hadley (hereinafter the "Town"), said renewal license having commenced on October 2, 2008;

WHEREAS, Licensee filed a written request for a renewal of its license in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the Issuing Authority has determined that, consistent with the provisions of the Cable Act and Massachusetts Cable Law, the grant of a nonexclusive Renewal License to Licensee is in the public interest;

WHEREAS, the Issuing Authority and Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW THEREFORE, the Issuing Authority and Licensee agree as follows:

1 Definition of Terms

1.1 Terms

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. Words not defined shall be given their common and ordinary meaning. Except as otherwise provided herein, the definitions and word usages set forth in the Cable Act are incorporated herein and shall apply in this Agreement.

1. "Access" shall mean the right or ability of any Town resident and/or person affiliated with a Hadley institution to use the designated Public, Educational and/or Government ("PEG") access facilities, equipment and/or Access channel(s) of the Cable System subject to the conditions and procedures for such use established by the Town and/o its designee(s).

2. "Affiliated or Affiliated Person when used in relation to any Person, shall mean another Person who owns or controls, is owned by or controlled by, or is under common ownership or control with, such Person.

3. "Basic Service" any service tier which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Renewal License.

4. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

5. "Cable Service" or "Cable Services" shall be defined herein as it is defined under Section 602(6) of the Cable Act (47 U.S.C. §522(6)).

6. "Cable System" or "Cable Television System" shall be defined herein as it is defined under Section 602(7) of the Cable Act (47 U.S.C. §522(7)).

7. Cable Division: The Cable Television Division or the Competition Division of the Massachusetts Department of Telecommunications and Cable or such successor governmental agency in accordance with applicable law.

8. "Drop or Cable Drop" shall mean the cable that connects each home or building to the feeder line of the Cable System.

9. "Educational Access" shall mean the programming, channels and facilities allocated to the Town of Hadley for educational use in accordance with this agreement and with the cable act.

10. "Effective Date" shall mean March 19, 2014.

11. "FCC" shall mean the Federal Communications Commission or any successor governmental entity thereto.

12. "Franchise Fee(s)" shall have the meaning as set forth in Section 622(g) of the Cable Act (47 U.S.C. §542(g)).

13. "Gross Revenue(s)" means all revenues, as accrued in a manner consistent with Generally Accepted Accounting Principles (GAAP), derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; fees and charges collected from Subscribers for Cable Services, including, but not limited to Basic Service, expanded basic and pay cable and premium Cable Services, pay-per-view Cable Services, video-on-demand Cable Services, digital Cable Services; commercial Cable Services revenues, installations, reconnection, change in-service (upgrades, downgrades, etc.) and similar fees and charges, fees and charges for the use of channels designated for commercial use (including leased access programming revenues); revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; revenues that the Licensee receives from home shopping channels for the use of the Cable System as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees or charges imposed on the Licensee by this Renewal License and applicable law that are passed through and paid to the Licensee by Subscribers, except fees or charges collected for PEG Access Capital (equipment and facilities) funding. Unrecovered bad debt shall not be included in Gross Revenue, provided, however that bad debt recoveries shall be included in Gross Revenues during the period collected. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived from or on connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein.

14. "Issuing Authority" shall mean the Hadley Board of Selectmen.

15. "License Fee" shall mean the payments to be made by the Licensee to the Town as set forth in M.G.L. chapter 166A, Section 9, as amended.

16. "Licensee" shall mean Charter Communications Entertainment I, LLC l/k/a Charter Communications or its lawful successor, transferee or assignee.

17. "PEG" shall mean the acronym for "public, educational and governmental", used in conjunction with Access Channels, support and facilities.

18. "Person" shall mean an individual, partnership, association, organization, corporation or other legally recognized entity, whether for-profit or not for-profit, or any lawful successor, transferee or assignee thereof, but shall not mean the Town.

19. "Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station

20. "Public Access" shall mean the programming, channels and facilities allocated to the Town of Hadley for public use in accordance with this agreement and with the Cable Act.

21. "Public School" shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior/middle high school, and high school.

22. "Public Way" or "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, drives, rights-of-way and similar public ways and extensions and additions thereto, or public rights-of-way under the jurisdiction of the Town, to the extent dedicated for compatible uses, which shall entitle the Licensee to the use thereof for the purposes of installing, operating, repairing and maintaining the Cable System in accordance with the terms of this Renewal License and applicable law and regulations. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purposes, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

23. "Renewal License" shall mean the non-exclusive Cable Television Renewal License and any amendments granted to the Licensee by this instrument, in accordance with and subject to the terms, conditions, obligations, and duties herein.

24. "Service Area" shall mean the geographic boundaries of the Town, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.

25. "State" shall mean the Commonwealth of Massachusetts.

26. "Subscriber" shall mean any Person lawfully receiving Cable Service from Licensee.

27. "Town" shall mean the Town of Hadley, Massachusetts.

2 Grant of Renewal License

2.1 Grant

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A), as amended, and to federal law (the Cable Act), the Board of Selectmen as the Issuing Authority of the Town of Hadley, Massachusetts ("Town"), shall grant a non-exclusive renewal Cable Television License to Charter Communications Entertainment I, LLC ("Licensee") a Delaware Limited Liability Corporation established for such purpose, authorizing and permitting said Licensee to operate a Cable Television System within the corporate limits of the Town of Hadley, Massachusetts. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and pursuant to all rules and regulations of the FCC, the rules and regulations of Cable Division, the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority shall grant to Licensee the right to upgrade, install, operate and maintain a Cable System in, under, over, along, across, through or upon the Public Ways, including streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Hadley within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, Private Ways and also through public and private easements, which are within the Town, that have been dedicated for compatible uses. In exercising rights pursuant to the Renewal License, Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, unlawfully interfere with any installations of the Town, any public utility serving the Town or any other persons permitted to use Public Ways and places. Grant of the Renewal License does not establish priority for use over other present or future permit holders or the Town's use of Public Ways and places. Disputes between Licensee and other parties regarding use of Public Ways and places shall be resolved by the Hadley Board of Selectmen and governing applicable law, bylaws and/or regulations.

(c) Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to the distribution plant, the Cable drops, the outlets, the Subscriber Network, the Trunk and Distribution System, and converters that it leases to Subscribers.

(d) The Issuing Authority or its designee shall have continuing regulatory jurisdiction and supervision over the Cable System and Licensee's operation under this License, subject to applicable state and federal law.

2.2 Term

This Renewal License granted herein shall be for a term of ten (10) years, commencing on the Effective Date of this Renewal License as set forth in Section 1.1(10), unless otherwise lawfully terminated by the Issuing Authority in accordance with the terms of this Renewal License.

2.3 Requirements For Other Cable License Holders

(a) The Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town, or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a Cable System without a cable license as defined by Chapter 166A of the General Laws or "franchise", as defined by 47 U.S.C. § 522(9).

(b) The Issuing Authority shall provide written notice within fourteen (14) days of the Issuing Authority's receipt from any other Person(s) of an application for a cable license to provide Cable Services.

(c) The Issuing Authority agrees that any grant of additional cable licenses by the Issuing Authority to any other Person(s) to provide Cable Services shall require that services be provided for the same territorial area of the Town as required by this Renewal License and said cable license shall not be on material terms and conditions, taken as a whole, more favorable or less burdensome to the cable licensee of any such additional cable license, than those which are set forth herein. To the extent another cable licensee is granted a cable license by the Issuing Authority on material terms and conditions thought by the Licensee to be, taken as a whole, more favorable or less burdensome than provided herein, the Issuing Authority, upon a written request from Licensee, after providing public notice, shall hold a public hearing to afford the Licensee the opportunity to demonstrate that the other material terms and conditions of a cable license granted by the Issuing Authority, taken as a whole, is more matter favorable or less burdensome than provided herein, and following said hearing, the Issuing Authority shall make amendments to this Renewal License such that the material terms of this Renewal License are not less favorable or more burdensome, taken as a whole, that those of the additional cable licensee.

2.4 Police Powers and Conflicts with Renewal License

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and/or welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction, operation and maintenance of a Cable System and the provision of Cable Service. In the event of any conflict between this Renewal License and any Issuing Authority bylaw or regulation, apart from the lawful police powers of the Town, materially contradicting the applicable

provisions of this Renewal License, this Renewal License will prevail. This Renewal License is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, the Issuing Authority may not take any unilateral action, which materially changes the explicit mutual promises in this contract. Nor may the Licensee take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this Renewal License must be made in writing signed by the Licensee and the Issuing Authority.

2.5 Removal

Upon termination of this Renewal License by the passage of time or otherwise, unless the Licensee has this Renewal License renewed for another term or is operating under the terms of and compliance with this Renewal License in accordance with applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

2.6 Cable Advisory Committee

The Issuing Authority may appoint a Cable Advisory Committee to advise policy, mediate complaints and monitor ongoing matters concerning the construction, operation, rebuild, maintenance and administration of the Cable Television System, and other matters related to this License and the operation of the Cable System, subject to the Issuing Authority's ultimate authority and approval as set forth in Chapter 166A of the General Laws of Massachusetts, applicable State and Federal regulations relating to this License. The Cable Advisory Committee may deal with consumer complaints; render advice on programming and services offered by Licensee and recommend rules governing use of equipment and access channels by the public. The Committee may also provide and gather information regarding the public's interest in cable access participation and make recommendations for establishing guidelines to encourage the use of the access channels.

3 License Renewal

3.1 Procedures for Renewal

The Issuing Authority and Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of Licensee's Renewal License shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

4 Indemnification and Insurance

4.1 Indemnification

The Licensee shall, by acceptance of the Renewal License granted herein, shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims, damages and expenses due to the action(s) of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder, and the Town shall reasonably cooperate therein, but the Town shall not be required to incur financial liability in doing so. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Town for any damages or liability resulting from the willful misconduct or negligence of the Town or for the Town's use of the Cable System, including any PEG channels. The Town shall provide reasonable notice as not to prejudice the Licensee's ability to defend the Issuing Authority or Town.

With respect to Licensee's indemnity obligations set forth herein, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the Town and the Town does not consent to the terms of any such proposed settlement, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such proposed settlement.

4.2 Insurance

(a) Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

(i) Commercial General Liability Insurance in the amount of two million dollars ($2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town;

(ii) Automobile Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit for bodily injury and property damage coverage;

(iii) Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts;

(iv) Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: $100,000; and (B) Bodily Injury by Disease: $100,000 employee limit; $500,000 policy limit;

(v) Umbrella Liability: $1,000,000 per occurrence.

(b) All liability insurance shall be written on an "occurrence basis".

(c) The coverage amounts set forth above may be met by a combination of underlying and/or umbrella policies so long as in combination the limits equal or exceed those required herein.

(d) The Town shall be included as additional insured under each of the insurance policies required in this Article 9 except Worker's Compensation and Employer's Liability.

(e) Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Agreement.

(f) Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

(g) The Licensee shall furnish the Issuing Authority with current certificates of insurance evidencing such coverage.

(h) All insurance shall be primary to any insurance coverage the Town may have.

(i) Neither this Section 4.2, nor the provision of insurance or insurance proceeds pursuant to this Section 4.2, shall limit the liability of the Licensee pursuant to this Renewal License.

4.3 Performance Bond

Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of twenty thousand dollars ($20,000) securing the performance of Licensee's obligations under this Renewal License and as otherwise required by applicable law, including:

1. The satisfactory operation of the Cable System in accordance with the provisions of M.G.L. c. 166A §§ 5(a), (m) & (n) and this License.
2. The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L. c. 166A § 5(g) and as approved by the Issuing Authority;
3. The sightly preservation of trees and vegetation in accordance with M.G.L. c. 166A § 5(g) and as approved by the Issuing Authority and Tree Warden;
4. The indemnification of the Town in accordance with M.G.L. c. 166A § 5(b);

5. The satisfactory removal of the cable system in accordance with M.G.L c. 166A §5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.

6. The satisfactory compliance with all material terms of this agreement.

Said bond shall be a continuing obligation throughout the entire term of this Renewal License, and thereafter until Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of Licensee under the Renewal License. Recovery by the Town from said surety shall be subject to the provisions of Section 4.1 above. In the event that a performance bond provided pursuant to this Section 4.3 of this Renewal License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 4.3 within thirty (30) days of such failure to renewal the performance bond or cancellation.

5 Subscriber Rights and Consumer Protection

5.1 Customer Service Hours and Telephone Response Service

Licensee shall maintain a publicly listed toll-free telephone number for Subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C. definition of normal business hours, see 47 Code of Federal Regulations, §.76.309(c) (4).

5.2 Initial Installation And Service Call Procedures In Wired Areas

Licensee shall provide Cable Service to those residents and businesses whose homes are passed by the Cable System and who have requested service and have paid a deposit for such service, if required, within seven (7) business days of receipt of the request (and any deposit not prohibited by applicable law or regulation) for standard aerial installations, provided that such request for service involves a standard installation. With respect to all installations other than standard installations, Cable Service shall be provided in a reasonable period of time given the circumstances. In arranging appointments for cable installation work or service calls, Licensee shall make its reasonable best efforts to specify to the resident, in advance, whether installation or service will occur in the morning or afternoon hours. Licensee shall make reasonable efforts to install or perform service at convenient times, including times other than 9:00 a.m. to 5:00 p.m. weekdays. Failure to install within the above referenced days, or to make a service call as scheduled, without just cause or the fault of the resident or business representative, shall require Licensee to automatically offer a priority cable installation or service call to the affected resident or business at a time mutually agreeable to Licensee and such affected party, but in no case later than three (3) working days following the initial installation or service call date unless mutually agreed to otherwise by the parties.

5.3 Subscriber Solicitation Procedures

Licensee shall provide all prospective Subscribers with complete, clear and concise written information concerning all services and rates upon solicitation or prior to, or at the time of, installation of cable service. Such sales materials shall clearly and conspicuously disclose the price and other information concerning Licensee's lowest cost service tier, prices of optional and Premium Services, privacy policies, availability and price of equipment and billing practices. Nothing herein shall be otherwise construed to limit, restrict or prevent Licensee from marketing, promoting or offering any services provided hereunder in accordance with applicable law.

5.4 Billing Practices Information And Procedures

Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

All billing practices and procedures will be governed by the procedures set forth in 207 CMR § 10.00, et seq., as may be amended from time to time.

5.5 Notification Of Rates And Charges

Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with law and regulations, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with law and regulations.

5.6 Disconnected and Termination Of Cable Services

The account of a Subscriber shall be considered delinquent and therefore subject to disconnection only in accordance with Licensee's payment policy and subject to all applicable laws and regulations.

5.7 Response To Service Calls And Service Complaints

Licensee shall meet or exceed F.C.C. Customer Service Standards when responding to all complaint calls or requests for service.

Licensee shall ensure that there are stand-by personnel on-call at all times, including after normal business hours.

Licensee shall respond to System Outages as soon as practicable, twenty-four (24) hours a day, seven (7) days a week.

Nothing herein shall be construed to require Licensee to violate applicable provisions of federal and Massachusetts Law concerning Subscriber privacy.

5.8 Complaint Resolution Procedures

The Licensee shall, in compliance with any applicable law, establish a procedure for resolution of billing disputes and other complaints by Subscribers. Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers.

If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes that are both specific and similar, brought by Subscribers arising from the operations of Licensee, provided Licensee has first been contacted by the Subscriber concerning the complaint.

In the event that the Issuing Authority finds a pattern of multiple specific and similar unresolved subscriber complaints, the Issuing Authority may request appropriate and reasonable amendments to Licensee's procedures for the resolution of complaints.

5.9 Change Of Service

Upon notification by a Subscriber to disconnect or downgrade a Basic or Premium

Service, the Licensee shall cease and/or adjust said Subscriber's monthly service charges immediately or as of the Subscriber's specified disconnect or downgrade date.

5.10 Employee And Agent Identification Cards

All of Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee photo identification card issued by Licensee.

5.11 FCC Customer Service

Licensee shall comply with the FCC Customer Service Standards (47 C.F.R. § 76.309.c). The Town may, upon written request, receive a quarterly report of Licensee's telephone statistics in order to measure Licensee's compliance with reasonable telephone standards. Should the Town, in writing, request clarification of Licensee's telephone report, Licensee shall, upon invitation by the Town, schedule a meeting with the Town to review said report and advise the Town what measures are being employed by Licensee to meet a reasonable telephone response standard.

5.12 Protection Of Subscribers Privacy

Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable Television Service, and as hereinafter provided. Licensee shall have the right to take reasonable steps to avoid the unauthorized reception, use or interception of any of Licensee's services, including, but not limited to, prohibiting and removing any unauthorized instrument, apparatus, equipment or device, which is designed, adapted, intended, or used to receive, use, intercept or fraudulently obtain any of Licensee's services, in violation of law or any of Licensee's rights under this License or any other agreement or instrument, and nothing in this paragraph shall be construed or is intended to limit, restrict or interfere with Licensee's right to secure its system and to offer services only to duly authorized customers.

Licensee shall comply with all privacy provisions contained in applicable laws and regulations, including, but not limited to, the provisions of 47 U.S.C. § 551 (Section 631 of the Cable Act).

5.13 Parental Control/Remote Control Devices/Television Antennas

Licensee shall allow Subscribers to purchase remote control devices from parties other than Licensee. . Upon request, and at no separate additional charge, Licensee shall provide customers with the capability to control or lock out the reception of any channel on the Cable System. Such a parental control capability may be part of a converter box. Licensee shall not remove television antennas of subscribers.

5.14 No Discrimination

Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age, disability or sex. Licensee shall comply with all federal and State laws and regulations concerning non-discrimination.

5.15 Offices, Phone

Licensee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

5.16 Notification of Service Procedures and Rates/Charges

Licensee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including Licensee's name, address and local telephone number. Licensee shall give all Subscribers and the Issuing Authority thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with law and regulations, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with law and regulations.

5.17 Polling By Cable

No poll or other upstream response of a Subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

5.18 Information With Respect To Viewing Habits And Subscription

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber except as required by law.

5.19 Subscriber's Right to Inspect and Verify Information

Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that Licensee maintains regarding said Subscriber.

A Subscriber may obtain from Licensee a copy of any or all of their personal Subscriber information regarding him or her maintained by Licensee at no charge. Licensee may

require a reasonable fee for making said copy.

A Subscriber may obtain from Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by Licensee. Such corrections and related inquiries about the handling of Subscriber information shall be directed to Licensee's General Manager at the address given in Section 15.3.1.

Nothing in this Section 5.19 shall diminish any obligations or rights provided pursuant to applicable federal or state law or regulations.

5.20 Voluntary Disconnection of Service

Subscribers who request disconnection of Cable Service shall not be billed for service subsequent to such request for termination of service. Licensee shall make a good faith effort to fully disconnect service as soon as possible after requested to do so by a Subscriber. Any credit due to Subscriber upon full termination of service shall be paid to Subscriber of credited against any outstanding balance within thirty (30) days.

5.21 Monitoring

Neither Licensee or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor except when required by law, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities in writing any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between a Subscriber or commercial use and any third party, except as required for lawful business purposes. Licensee shall destroy all Subscriber information of a personal nature after reasonable period of time except as authorized not to do so by the affected Subscriber. Nothing in this Section 5.21 shall diminish any obligations or rights provided to Subscribers pursuant to applicable federal or State law or regulations.

6 Service Availability

6.1 Service Area

The Licensee shall continue to make Cable Service available to every residential dwelling unit within the Town that currently has Cable Service available. The Licensee shall extend the Cable System and make Cable Service distributed over the Cable System available to all dwelling units of the Town at the Licensee's cost and expense where there is a minimum density of at least thirty (30) residences per mile as measured from Licensee's closest existing Cable System plant. (All being pro-rated for distances less than or greater than a mile); provided, however, that (i) all such homes are on the Public Way or a Private Way (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary or if a Town boundary needs to be crossed, access in the other town is available on reasonable terms and conditions; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Cable Service shall be made available and fully activated to requesting dwelling units upon request of a prospective Subscriber and no later than ninety (90) days after all necessary permits are obtained. The Licensee may elect to provide Cable Service to areas not meeting the above standard.

Additionally, the Cable System shall also be extended to all road and dwelling units in the Additional Areas that do not meet the minimum thirty (30) dwelling unit per mile requirement herein, upon the request of a prospective Subscriber(s) in such area and based upon the following cost calculation: the cost of wiring such area shall be calculated by taking the cost of construction of new plant required to serve the new line extension area divided by the number of dwelling units requesting service in such area, minus the cost of construction of new plant required to serve the new area divided by the minimum number of dwelling units that meets the applicable density requirements specified in Section 6.1 above. The resulting cost shall equal the per Subscriber contribution relating to the line extension of Cable Service in that particular area of the Town, or

$$\frac{C}{LE} \text{ minus } \frac{C}{P} = SC$$

- C equals the cost of construction of new plant required to serve the new area;
- LE equals the number of dwelling units requesting service in the line extension area;
- P equals the number of dwelling units calculated for the line extension area in accordance with Section 6.1 above (minimum dwelling units as stated in the density requirement multiplied by the mileage of the line extension).
- SC equals the per Subscriber contribution in aid of construction in the line extension area.

6.2 Standard Drops

A standard aerial installation charge shall be established by Licensee which shall apply to any residence located not more than two hundred fifty feet (250') of Licensee's aerial feeder cable from Licensee's existing plant or one hundred twenty-five (125') feet underground. Longer aerial drops and underground drops greater than one hundred twenty-five (125') feet shall be priced based on additional actual costs incurred on a cost of labor and materials basis only, after provision of a written itemization.

6.3 New Development Underground

In cases of new construction or property development where utilities are to be placed underground, the Issuing Authority agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Licensee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Licensee.

6.4 Commercial Establishments

Licensee shall make Cable Services available to any commercial establishments in the Town, which are located on the residential Subscriber Network, subject to Licensee and each commercial establishment reaching a reasonable agreement regarding the terms and costs of initial installation and service which may or may not differ from the terms and costs that apply to residential Subscribers. It is herein acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions, pursuant to law or Licensee's agreements with its program suppliers.

6.5 Cable Service To Municipal and School Buildings

The Licensee shall continue to provide the existing Subscriber Network Drop(s) and Outlet(s) with Basic Service and Expanded Basic Service, including the necessary converter box(es) at each location currently provided for by License., if required to view Basic or Expanded Basic Service, without charge, to municipal schools, police and fire stations, municipal libraries, and other municipal buildings. Municipal and school buildings being served at the inception of this Renewal License or currently scheduled to be so served are set forth in Exhibit 1. Upon written request of the Issuing Authority, Licensee shall provide one Subscriber Network Drop, outlet, and Basic and Expanded Service, including any necessary converter box, without charge, to newly constructed or

newly occupied municipal or public school buildings along the cable route.

The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Issuing Authority shall take reasonable precautions to prevent any use of Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System.

7 Cable System Construction and Technical Standards

7.1 Compliance with Codes

Licensee shall maintain a minimum 750 MHz Cable System in accordance with applicable technical standards and standards generally observed by the cable television industry. Licensee shall continue to operate, maintain, upgrade and make available to residents of the Town its existing 750 MHz Cable System. Said Cable System shall continue to maintain the availability of at least seventy-eight (78) video channels in the downstream direction. Licensee shall transmit all Cable System Signals to Hadley Subscribers in stereo, if such Signals are furnished to Licensee in stereo. During the term hereof, Licensee shall comply with all applicable FCC statutes, regulations and standards, including those relating to the quality of signals transmitted over the Cable System. Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with the Massachusetts Electrical Code, the National Electric Code, the National Electrical Safety Code, the National Electrical Code of the National Fire Protection Association, the National Cable Television Association Safety Manual, the rules and regulations of the FCC and the MDTC, building and zoning codes, and land use restrictions as the same exist or may be amended hereafter. Licensee shall resolve any conflicts between said codes in accordance with applicable law and regulations.

7.2 Construction Standards and Requirements

All of Licensee's plant and equipment, including but not limited to the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety

Licensee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents, which are likely to cause damage. All plant and equipment shall be kept and maintained in a safe and suitable condition and in good order and repair. Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

7.4 Network Technical Requirements

The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of meeting or exceeding all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC regulations.

7.5 Performance and Monitoring

Licensee shall test the Cable System consistent with the FCC regulations, including Sec. §76.601. Copies of any such technical performance tests shall, upon written request, be submitted, forthwith, to the Issuing Authority. The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards. The Licensee shall test the Cable System consistent with the FCC regulations and provide copies of such tests as required by applicable law or regulations and as requested, in writing, by the Town. Licensee shall test the Cable System consistent with the FCC regulations.

7.6 Emergency Alert System

Licensee shall comply with all federal and State Emergency Alert System ("EAS") requirements.

8 Conditions on Street Occupancy

8.1 General Conditions

Licensee shall have the right to utilize existing poles, conduits and other facilities on Public Ways whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on Public Ways until the written approval of the Issuing Authority or its designee is obtained, which approval shall not be unreasonably withheld.

8.2 Underground Construction

The facilities of Licensee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, Licensee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, Licensee shall likewise place its facilities underground.

8.3 Permits

The Issuing Authority shall cooperate with Licensee in granting any permits required, providing such grant and subsequent construction by Licensee are in compliance with applicable laws and regulations and shall not materially or unduly interfere with the use of such Public Ways.

8.4 System Construction

All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Licensee shall, at all times, employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any Public Way by Licensee shall be placed in such a manner as not to interfere with the usual travel on such Public Way.

8.5 Restoration of Streets

Licensee shall, at its own expense, restore any damage or disturbance caused to a street as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Street immediately prior to such damage or disturbance to such standard as required of utilities operating within the Town.

Wherever Licensee excavates, opens or disturbs any pavement, sidewalk or other

improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon the failure of Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by Licensee upon demand by the Issuing Authority plus a penalty of $500. For the purpose of this section, "reasonable expense" shall provide for restoration to a condition similar to the original condition.

8.6 Removal in Emergency

Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Issuing Authority or its agents to remove any of Licensee's facilities, no charge shall be made by Licensee against the Issuing Authority for restoration and repair.

8.7 Tree Trimming

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the cable system, Licensee shall avoid damage to trees on public and private property in the Town and may cut or otherwise prune such tress only to the least extent necessary. No cutting or tree on Town property shall be done except upon a permit in writing from the Town Department of Public Works or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. Licensee shall secure the permission of the property owner prior to reasonable tree trimming of trees on private property.

8.8 Relocation for the Issuing Authority

Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Licensee when lawfully required by the Issuing Authority pursuant to its police powers.

8.9 Relocation for a Third Party

Licensee shall, on the request of any person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of Licensee, provided that the expense of such is paid by any such person benefiting from the relocation and Licensee is give reasonable advance written notice to prepare for such changes. Licensee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one-hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs

If funds for relocation pursuant to Sections 8.8 and 8.9 above are available from the Town to any person using the Streets for the purpose of defraying such relocation costs, the Licensee shall have the right to seek reimbursement from the Town.

8.11 Private Property

Licensee shall be subject to applicable law regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. Licensee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System. To the extent permitted by 47 U.S.C. § 541(a)(2), Licensee is authorized herein to install, construct, operate, maintain and remove its facilities in easements which have been dedicated to compatible uses, subject to the conditions of applicable law.

8.12 Service Interruptions

Except where there exists an emergency necessitating immediate procedures, Licensee shall use reasonable efforts to interrupt service for the purpose of system construction, routine maintenance or testing the Cable System only during periods of minimum use and between the hours of 1:00 a.m. and 6:00 a.m. whenever possible.

8.13 Town Use of Licensee Poles and Conduit

The Town shall have the right to attach where space permits to any pole erected by Licensee and to place in any of Licensee's conduits, its own cable and equipment to use for fire, police and other governmental communications purposes, excluding the provision of telecommunications or information services on a commercial basis. All such placements by the Town shall conform with all applicable rules and regulations. The costs for such placements by the Town shall be borne by the Town. Such placements by the Town shall not interfere with the routine operation by Licensee of its Cable Television System. Licensee shall notify the Town of any plans for installation of conduit and cooperate with the Town as to its type and location so as to best enable the Town to use it, again provided there is no additional expense to Licensee. If Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide notice beforehand to the Town.

8.14 Relocation of Fire Alarms

Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule. Licensee shall not cause any such relocation of fire alarms or fire alarm equipment without prior notice to and approval by the Town, which shall not reasonably be withheld.

8.15 Pedestals

In any cases in which pedestals housing active and passive devices are to be installed, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town bylaws and/or regulations.

8.16 Strand Maps

Upon written request of Town, the Licensee shall file strand maps of the Cable System. Strand maps shall also be provided in electronic format if they exist in electronic format.

9 Rates, Charges And Programming

9.1 Rate Regulation

Issuing Authority shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Issuing Authority. If and when exercising rate regulation, the Issuing Authority shall abide by the terms and conditions set forth by t him FCC.

9.2 Continuity of Service

It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to Licensee are honored.

9.3 Rate Discounts

Current Subscribers receiving a Senior Citizen Discount as of the Execution Date of this Renewal License shall continue, throughout the term of this Renewal License, to receive an equivalent discount to that set forth in this Section 9.3, the following notwithstanding.

For the term of this Renewal License only, for those eligible pursuant to the provisions below, the Senior Citizen/Handicapped Discount shall be ten percent (10%) off of the price of the Basic Service tier of service customer only and shall not apply to any other channels or tiers and shall not apply to packages or bundles.

To be eligible, a resident must meet the following criteria: sixty-five (65) years of age or older or handicapped and head of household in either case receiving one of the following: (i) Supplemental Security Income (SSI); (ii) Medicaid; (iii) Veterans' Services Benefits; (iv) the Town's income-based senior citizen real estate tax abatement, if any, pursuant to applicable law; or (v) any other suitable criteria that the Licensee and the Issuing Authority mutually agree upon.

To establish eligibility, a resident shall bring or mail a photocopy of a valid driver's license, birth certificate or other document definitively establishing age, plus a photocopy of documentation definitively establishing receipt by the resident at time of application for this discount of any one of the programs listed in (i)-(v) of Section 9.3.3. A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a Subscriber.

9.4 Credits For Service Interruption

Pursuant to 207 CMR, Licensee shall grant a pro rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and Licensee knew or should have known of the service interruption. Pursuant to 207 CMR, if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, Licensee shall provide a pro rata credit or rebate for each tier or Premium Service interruption. In order for a Subscriber to receive a pro rata credit or rebate pursuant hereto, the affected Subscriber shall report the outage to the Licensee

within thirty (30) days of such outage, unless such Subscriber reporting requirement is preempted by applicable law or regulation, in which case said reporting requirement shall not be required in order to obtain a pro rata credit or rebate. The Licensee shall take reasonable steps to notify Subscribers of the right to a pro rata credit or rebate for such Cable Service interruptions in its general billing information.

9.5 Basic Service

Licensee shall provide a Basic Service, which shall include at least all of the broadcast television channels in the Hadley, Massachusetts area and any other channels which are required to be carried by a Cable Television System serving the Town pursuant to State or federal law, and three (3) Downstream Channels for PEG Access use.

9.6 Programming

Licensee shall comply with all provisions of Section 624 of the Cable Act, and maintain the mix, quality and broad categories of programming currently carried on the Cable System.

Licensee shall, where possible and in accordance with applicable law or regulations, provide the Issuing Authority and all Subscribers with notice of its intent to change the Hadley programming line-up at least thirty (30) days before any such change is to take place. Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

9.7 Leased Channels for Commercial Use

Pursuant to Section 612 of the Cable Act, Licensee shall make available channel capacity in the Town for commercial use by Persons unaffiliated with Licensee.

10 Franchise Fee and License Fee

10.1 Amount of Fee

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents ($.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s). Said Licensee Fees shall be paid to the Town no later than March 15th of each year of this Renewal License, unless provided for otherwise by applicable law.

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the annual funding for PEG Access/Cable-Related Funding pursuant to Section 7.2 below; and (ii) any License Fees that may be payable to the Town and/or the State provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town and/or the Access Corporation because of late payments; (ii) the PEG Access Equipment/Facilities Funding payable to the Issuing Authority, its designee(s) and/or the Access Corporation pursuant to Section 6.5 supra; (iii) the costs related to any payments pursuant to Section 11.2 infra; and (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

10.2 Method of Payment

Pursuant to M.G.L. c. 166A, § 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless otherwise required by applicable law. All License Fee payments by Licensee shall be made payable to the Town of Hadley and directed to the Issuing Authority, unless Licensee is otherwise notified in writing by the Issuing Authority.

10.3 Other Payment Obligations and Exclusions

The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which Licensee or any Affiliated Person or party shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of Licensee and each Affiliated Person. Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

In accordance with Section 622(h) of the Cable Act (47 U.S.C. § 542(h)), nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a non-discriminatory tax, fee or other assessment of any kind on any Person (other than Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by Licensee. For any twelve (12) month period, the fees paid

by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

10.4 Acceptance of Payment Not A Release

No acceptance of any payment by the Issuing Authority shall be construed as a release or as an accord and satisfaction of any claim the Issuing Authority may have for additional sums payable as a Franchise Fee under this Renewal License.

10.5 Audit and Limitation on Recovery

If the Issuing Authority has reason to believe that any payments under this Renewal License, including Franchise Fee payment(s), payments pursuant to Section 12.4 below, or License Fee payment(s) ("Franchise Payments") are incorrect, Licensee shall have thirty (30) days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not find that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and re-computation, an additional fee is found to be owed to the Town, such fee shall be paid within thirty (30) days after such audit and re-computation. In the event that any Franchise Payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the annual rate of two percent (2%) over the prime interest rate. (The "Prime Rate", as used herein, and in this Renewal License hereafter, shall be as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the "Prime Rate" for purposes of this Renewal License.) The period of limitation for recovery of any Franchise Payment payable hereunder shall be two (2) years from the date on which payment by Licensee was due.

10.6 Late Payment

In the event that the License Fees herein required are not tendered on or before the dates fixed in sections 10.1 and 10.2, interest due on such fees shall accrue from the date at the rate of two percent (2%) above the annual Prime Rate.

10.7 Affiliates Use of System

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Town, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Town subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding Gross Revenue discrepancies on account of such a relationship.

11 Transfer of Renewal License

11.1 License Transfer

The Renewal License granted hereunder shall not be transferred or assigned or disposed of in any manner ("Transfer" or "Transferred"), without the prior written consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. Transfer of the Cable System by the Licensee without requesting Issuing Authority consent as required by applicable law shall be null and void and shall be a material breach of this Renewal License. Pursuant to applicable state and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider the transferee's financial capability, management experience, technical expertise and legal ability to operate the Cable System under the existing Renewal License and may consider any other criteria allowable under applicable law or regulation. No such consent shall be required, however, for a Transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Licensee in the Renewal License or Cable System to secure indebtedness consistent always with applicable law, unless otherwise provided by law provided always that the absence of such consent is in strict compliance with M.G.L. c.166A, para. 7 and 207 CMR 4.01 as they currently exist or as they may from time to time be amended. Within thirty (30) days of receiving applications in accordance with applicable law for Transfer, the Issuing Authority shall notify Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Issuing Authority has not taken action on Licensee's request for Transfer within one hundred twenty (120) days or any other time as specified by state or Federal law after receiving such request, consent by the Issuing Authority shall be deemed given. If the Issuing Authority lawfully denies its consent to any such Transfer and a Transfer is or has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License.

The consent or approval of the Issuing Authority to any Transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License. Any proposed controlling or owning transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

11.2 Transfer to Affiliates

The foregoing requirements shall not apply to any sale, assignment or Transfer to any Person that is owned or controlled by Licensee, or any Person that owns or controls Licensee. Licensee shall notify the Issuing Authority thirty (30) days prior to any such sale, assignment or Transfer and must comply with all terms and conditions of this Renewal License.

12 Records, Reports, Tests And Maps

12.1 Reports Required

The License shall provide the Issuing Authority all reports regarding the Cable System or Cable Service required to be provided to the Town pursuant to applicable federal or State law or regulation. In addition, the Licensee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Licensee's policy in connection with its Subscribers shall, if not otherwise filed with the Issuing Authority in accordance with applicable federal or State law or regulations, be filed with the Issuing Authority upon request.

Licensee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as Licensee's policy in connection with its Subscribers shall be filed with the Issuing Authority upon request.

Licensee shall furnish the Issuing Authority of its designee(s) no later than one hundred twenty (120) days after the end of Licensee's Fiscal Year, Cable Television Division forms 200 and 400, prepared in accordance with Generally Accepted Accounting Principles, including statements of significant assumptions and definitions as needed, or if such forms are not in use, similar forms and any other financial filings request by state or Federal Law.

12.2 Records Required

Licensee shall at all times maintain all records according to State and FCC regulations.

12.3 Inspection of Records

Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice to examine during normal business hours and on a non-disruptive basis any and all records as is reasonably necessary to ensure Licensee's compliance with the Renewal License. Such notice shall specifically reference the subsection of the Renewal License that is under review so that Licensee may organize the necessary books and records for easy access by the Issuing Authority. Licensee shall not be required by this Renewal License to maintain any books and records for Renewal License compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Issuing Authority agrees to treat as confidential any books; records or maps that constitute proprietary or confidential information to the extent such are deemed proprietary or confidential by applicable law or regulation and Licensee make the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this Renewal License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent

jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

12.4 Subscriber Complaint Report

In accordance with the regulations of the Cable Division, Licensee shall submit annually a completed copy of Cable Division Form 500 to the Issuing Authority, or its designee, no later than thirty (30) days after submission of the Form to the Division.

12.5 Service Interruption Report

Licensee shall submit annually a completed copy of Cable Division Form 500 to the Issuing Authority, or its designee, no later than thirty (30) days after submission of the Form to the Cable Division.

12.6 Annual Performance Tests

Unless required otherwise by applicable State or federal law and/or regulation, Licensee shall conduct, on an annual basis, performance tests to ensure compliance with applicable technical specifications. The costs of such tests shall be borne exclusively by Licensee.

Upon written request, the performance tests conducted in accordance with Section 12.6 above shall be submitted to the Issuing Authority.

12.7 Quality Of Service

a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same. Licensee report shall include:

1. The nature of the Complaint or problem, which precipitated the special tests;

2. The system component tested;

3. The equipment used and procedures employed in testing;

4. The method, if any, in which such Complaint/problem was resolved;

5. Any other information pertinent to said tests and analysis, which may be required; and

6. The corrective action to be taken by the Licensee and the time period for completion of the corrective action.

7. The reporting requirements contained herein shall not diminish any obligation of the Licensee pursuant to this Renewal License or applicable law or regulations.

b) Under the same circumstances described in (a) above, the Issuing Authority or its designee shall have the right to inspect the plant, equipment or other Cable System property within the Town, upon reasonable notice. Licensee shall fully cooperate in such inspections, and a representative of the Licensee shall be present for any such inspection.

12.8 Additional Information

At any time during the term of this Renewal License, Licensee shall not unreasonably deny any reasonable requests of the Issuing Authority for further information, which may be required to establish Licensee's compliance with its obligations pursuant to this Renewal License.

The Licensee shall make available to the Issuing Authority copies of any petitions or communications filed by the Licensee with any federal or State agency pertaining to compliance with any material aspect of this License or pertaining to Licensee's compliance with any law or regulation which affects the License's operation of the Cable System in compliance with this Renewal License.

12.9 Performance Evaluation Hearing

The Issuing Authority may at its discretion, but not more than once every two years, hold a performance evaluation session. The performance evaluation session shall be open to the public, unless otherwise required pursuant to applicable law or regulations. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide Licensee with thirty (30) days, advance written notice of such performance evaluation session. Nothing herein shall limit the Issuing Authorities enforcement authority pursuant to Sections 14.1 – 14.4 below or as otherwise allowed pursuant to applicable law.

13 Public, Educational and Government Support

13.1 Public, Educational and Government Access Channels

Licensee shall make available to the Issuing Authority or its designee(s) sufficient bandwidth, modulators and all other necessary equipment to operate the three (3) channels currently assigned to the Town for PEG Access programming use. Use of these PEG channels by the Town or schools and organizations or producers shall be non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted. The PEG channels shall be maintained by Licensee and signal quality must be maintained within FCC standards, including the System Technical Specifications found in FCC Part 76, Subpart K, 76.601 et seq. The PEG Access channels shall be provided on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulations or that a Basic Cable Service tier is otherwise provided by the Licensee, or as otherwise agreed to by the parties. Nothing herein prevents the PEG Access Channels from being placed on other tiers of Cable Service in addition to the Basic tier.

13.2 PEG Access Cablecasting

(a) The Licensee, at the Licensee's expense, shall continue to provide and operate its upstream PEG Access video return from the following PEG Access origination sites, until such time as the new PEG Access video return system as provided for in Section 13.2(b) below is completed and is operational:

(i) Hadley Town Hall, 100 Middle Street;

(ii) Hadley Senior Center (including the PEG Access facility/studio), 46 Middle Street; and

(ii) Hopkins Academy, 131 Russell Street.

(b) The Licensee shall continue to provide, maintain, repair and operate the current PEG Channel origination network, at no cost to the Town or its Access designee. Subject to a minimum of six (6) months written notice from the Issuing Authority to the Licensee regarding the renovation of the Hadley Senior Center, the Licensee shall work in good faith, with the reasonable cooperation of the Town, to ensure that equipment is in place in a secure location at the Senior Center to allow for continued operation of Access Channel 5 from the Town Hall and/or the High School during the time period when renovations are being done at the Senior Center. After the renovation period and with written notice of such from the Issuing Authority, the Licensee shall reconnect and reactivate the PEG Programming playback capability from the PEG Access facility/studio at the Senior Center to the Licensee's headend.

Within twelve (12) months of the reconnection of said PEG Access facility/studio at the Hadley Senior Center by the Licensee, as referenced above, or in the event the Issuing

Authority gives the Licensee written notice that the Hadley Senior Center will not be renovated, within twelve (12) months of said notice that renovation will not occur, the Licensee shall provide and thereafter maintain, repair, replace (as needed) and operate a new fiber-optic PEG Channel origination network at no cost to the Town or its Access designee. This dedicated network shall enable the upstream transmission of PEG Access programming to the Licensee's Cable System headend for distribution on a live basis, to Subscribers on the appropriate PEG Access Channel(s). The PEG origination sites/buildings shall be: (i) Hadley Town Hall, 100 Middle Street; (ii) Hadley Senior Center, including the PEG Access facility/studio, 46 Middle Street; (iii) Hadley Public Safety Complex, 15 East Street; (iv) Hopkins Academy, 131 Russell Street; and (v) Hadley Elementary School, 21 River Drive (cafeteria/auditorium and the Teacher's Room). The Licensee shall provide, maintain, repair, and replace (as needed) three (3) sets of transmitters and receivers, one set for each of the three (3) PEG Access channels and any other equipment needed for the operation of this PEG channel origination network on the Licensee's side of the transmitters. The PEG origination sites/buildings at the (i) Hadley Town Hall; (ii) Hadley Senior Center; (iii) Hopkins Academy; and (iv) Hadley Elementary School shall be connected to the PEG Access facility/studio at the Senior Center so that PEG Access programming can be sent to said facility/studio prior to be transmitted to the Licensee's headend. The Hadley Public Safety Complex shall be directly connected with the Licensee's headend. The Issuing Authority or its access designee shall cooperate with the Licensee with respect to such connections, including, without limitation, providing Licensee with reasonable and lawful access, sufficient space and favorable environmental conditions at each such location.

(c) The Issuing Authority or its access designee shall be responsible for delivering a suitable PEG signal to the Access connection point at each such location. The Issuing Authority and the Licensee shall work together in good faith to resolve any PEG Access interconnection issues.

(d) Upon the written request of the Issuing Authority, the Licensee shall extend the PEG Channel origination network to an additional site(s)/building(s) within the Town. The Town or its Access designee shall be responsible for the cost thereof.

(e) The PEG Channel origination network shall be operated in compliance with FCC regulations, including the System Technical Specifications found in FCC Part 76, Subpart K, 76.601 et seq. In the event that there are technical problems with the PEG Channel origination network, the Licensee shall negotiate, in good faith, a resolution of any such problems.

(f) The PEG Channel origination network shall be interconnected with the Subscriber Network in order that signals originating from PEG Channel origination points can be sent upstream and then switched to a downstream Subscriber Network channel. There shall be no charge to the Town or its Access designee for such switching.

(g) The Licensee shall provide and maintain all necessary processing equipment in the Cable System headend and/or hub site in order to switch upstream channels from the PEG Access Channel origination network to the designated downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

(h) The Issuing Authority and/or its Access designee may, at its option, send PEG Access programming to the Licensee as an analog and/or digital signal, and the Licensee shall accept and cablecast said PEG Access programming in accordance with the terms of this Renewal License.

(i) The PEG Access Channels shall be cablecast by the Licensee in digital format no later than such time that the majority of its other cable channels are cablecast in digital format. The PEG Access channels shall also continue to be cablecast in analog format for as long as any other cable channel on the Licensee's Cable System in the Town is cablecast in analog format. In addition, the PEG Access channels, whether analog or digital shall be cablecast without scrambling or its equivalent as long any other cable channel on the Licensee's Cable System in the Town is unscrambled or as long as required by applicable law or regulation.

(j) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's commercial Channels, provided, however, that the Licensee is not responsible for the production quality of PEG Access programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control, nor for any PEG Access equipment not owned by the Licensee.

13.3 PEG Access Equipment/Facilities Funding and Annual Support

(a) The Licensee shall make payments to the Town for the Town's PEG Access and related telecommunications equipment and facilities, as determined in the Issuing Authority's sole discretion and judgment, as follows: (i) seventy-five thousand dollars ($75,000) within ninety (90) days of the Effective Date of this Renewal License; and (ii) seventy-five thousand dollars ($75,000) on or before the fourth anniversary of the Effective Date of this Renewal License. These payments shall be made directly to a special PEG Account, not the general fund. This grant shall be considered as an external cost for the purposes of rate regulation and may be passed on to the subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

(b) The Licensee shall provide payments to the Town or its designee to be used to support ongoing operations of PEG Access programming (the "PEG Access Support"). Such payment shall be used by the Town or its designee for personnel, operating and other related expenses incurred in connection with PEG Access programming and/or operations. The PEG Access Support provided by Licensee shall be as follows: for Year One of the Renewal License term, Licensee shall pay three percent (3.0%) of the annual Gross Revenues; for Year Two of the Renewal License term, the Licensee shall pay three and one-half percent (3.5%) of annual Gross Revenues; and for Year Three of the Renewal License term until the end of the Renewal License, the Licensee shall pay four percent (4%) of annual Gross Revenues. All such PEG Access Support payments to the Town shall be placed by the Town in a special PEG Access account, and not into the Town's general fund. Each such payment shall be accompanied by a general statement of the total amount of Gross Revenues subject to the fee which shall also provide in reasonable detail the general categories compromising Gross Revenues as defined in

Section 1.1(13) above and the revenue attributable thereto, and the total PEG Access Support amount due. The Licensee may externalize, line-item and/or pass-through this PEG Access Support on to Subscribers to the extent allowed by applicable law and regulations.

In the event that the PEG Access Support herein required are not tendered on or before the dates fixed above, interest due on such fees shall accrue from the date at the rate of two percent (2%) above the annual Prime Rate.

13.4 Equipment Ownership and Maintenance

The Town or its designees shall own all PEG Access end user equipment and, accordingly, shall be responsible for maintenance, repair and replacement of all such PEG Access equipment.

13.5 Editorial Control

Neither Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by applicable law. In furtherance thereof, the Town will, to the extent allowed by applicable law, require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law.

13.6 Access Coordinator

The Town shall designate a PEG Access Coordinator or an Access provider who/which shall be responsible for PEG operations, equipment purchase, equipment maintenance and management, production training, and other duties as assigned by the Issuing Authority.

14 Enforcement Or Revocation

14.1 Determination Of Breach

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any material provision of the Renewal License, except as excused by force majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes Licensee to be in default and the details relating thereto. Licensee shall have thirty (30) days from the receipt of such notice to:

1. Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support Licensee's position; or
2. Cure any such default within thirty (30) days of notice thereof, or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

In the event that Licensee fails to respond to such notice of default, to cure the default or to take reasonable steps to cure the default, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after a determination has been made by the Issuing Authority that Licensee has not appropriately responded, cured, nor taken appropriate measures to attempt to cure the default, and written notice, by certified mail or overnight mail, of such has been delivered to Licensee. Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. If the Issuing Authority determines after public hearing that a continuing state of default exists, and that its cure is unlikely or untimely, Issuing Authority may determine to pursue any of the remedies available to it under law.

14.2 Revocation Of Renewal License

In the event that the License fails to comply with any material provision of the Renewal License in any material fashion, the Issuing Authority may revoke the Renewal License granted, subject to the procedures of applicable law and the Renewal License and M.G.L. c 166A § 11, as it exists on the date hereof.

Upon revocation or termination, Issuing Authority may apply the provision of M.G.L. 166A § 5(f) and Section 627 of the Cable Act, which requires removal of the cable system.

14.3 Enforcement

Subject to applicable federal and state law, in the event the Issuing Authority, after the hearing set forth in subsection 14.1 above, determines that Licensee is in default of any provision of this Renewal License, the Issuing Authority may:

1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

2. Commence an action at law for monetary damages or seek other equitable relief;
3. Foreclose on all or any appropriate part of the performance bond provided pursuant to Section4.3 above;
4. Invoke any other lawful remedy available to the Town; and/or
3. In the case of a default of a material provision of this Renewal License, seek to revoke the Renewal License itself in accordance with subsection 14.2 above.

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any stature, law or ordinance shall preclude the availability of injunctive relief or revocation remedies available under applicable laws.

14.4 No Waiver/Cumulative Remedies

No failure on the part of the Issuing Authority, the Town or Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

The failure of the Issuing Authority or the Town to take any action in the event of any breach by Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by Licensee.

14.5 Notice of Legal Action

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first: (i) give the other party reasonable notice that an action will be filed; (ii) meet with the other party promptly before it files any such action; and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

15 General Provisions

15.1 Force Majeure

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor work actions and unavailability of essential equipment, personnel, services and/or materials beyond the reasonable control of Licensee; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

15.2 Action of Parties

In any action by the Issuing Authority or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.3 Notices

Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Board of Selectmen, Town of Hadley, 100 Middle Street, Hadley, Massachusetts 01035, or such other address as the Issuing Authority may specify in writing to Licensee, with a copy to the Chair of the Cable Advisory Committee at the same address. Every notice served upon Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the VP/General Manager, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606, with a copy sent to General Counsel, Charter Communications, Inc., Charter Plaza 12405 Powerscourt Drive, St. Louis, Missouri 63131, or such other address as Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice. All required notices shall be in writing.

15.4 Severability

If any section, subsection, sentence, clause, phrase, or portion of this Renewal License is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Renewal.

15.5 Acts or Omissions of Affiliates

During the term of the Renewal License, Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of Licensee.

15.6 Warranties

Licensee warrants, represents and acknowledges that, as of the Effective Date of this License:

1. Licensee is duly organized, validly existing and in good standing under the laws of the State of Delaware and the Commonwealth of Massachusetts;
2. Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, has obtained any necessary authorization of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
3. This Renewal License is enforceable against Licensee in accordance with the provisions herein; and
4. There is no action or proceeding pending or threatened against Licensee, which would interfere with its performance of this Renewal License.

15.7 No Recourse Against the Issuing Authority

Pursuant to Section 635A(a) of the Cable Act, Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commission, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

15.8 Jurisdiction

All provisions in this License shall apply to the Town, Licensee and their successors and assigns. Jurisdiction and venue over any dispute, action or suit arising from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

15.9 Captions

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

15.10 Renewal License Exhibits

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated by referenced and expressly made a part of this Renewal License.

15.11 Entire Agreement

This Renewal License sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Renewal License. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

15.12 Town's Right of Intervention

The Town hereby reserves the right to itself as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License, provided, however, that this section shall not restrict the right of Licensee to oppose such intervention pursuant to applicable law.

15.13 Administration of Renewal License

This Renewal License is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Renewal License must be made in writing, signed by the Issuing Authority and the License.

15.14 Binding Acceptance

This Agreement shall bind and benefit the parties hereto and their heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

(Signature Page Follows)

Signature Page

In WITNESS WHEREOF, this Renewal License is hereby issued by the Town of Hadley, acting by and through its Board of Selectmen, as Issuing Authority, and all terms and conditions are hereby agreed to by the Licensee.

Town of Hadley Board of Selectmen

Daniel Dudkiewicz, Chair

Joyce Chunglo

Guilford Mooring

Brian West

John Waskiewicz, II

Approved as to legal form:

William H. Solomon
Special Cable Counsel

Accepted and agreed to this 19th day of March, 2014

Charter Communications Entertainment I, LLC
l/k/a Charter Communications

Signature: Mark E. Brown

Mark E. Brown
Vice President
Government Affairs

Accepted and agreed to this 3rd day of April, 2014.

Exhibit 1

(See Section 6.5)

Hadley Town Hall, Middle Street

Goodwin Memorial Public Library, Middle Street

Hadley Senior Center (Hooker School), Middle Street

Hadley Department of Public Works, Middle Street

Hadley Public Safety Building, East Street

North Hadley Town Hall, River Drive

Hadley Public Schools Administration Building, Russell Street

Hadley Elementary School, River Drive

Hopkins Academy (HS), Russell Street