TOWN OF UXBRIDGE

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, DST

I/k/a

Charter Communications

Effective Date: April 7, 2011

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CHARTER FRANCHISE AGREEMENT

This Franchise Agreement is between the Town of Uxbridge, hereinafter referred to as the "Franchising Authority" and Charter Communications Entertainment I, DST l/k/a Charter Communications, hereinafter referred to as the "Licensee."

WHEREAS, the Issuing Authority of the Town of Uxbridge, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Uxbridge and

WHEREAS, the Franchising Authority finds that the Licensee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Licensee appears to be sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, both parties agree that this statement shall in no way eliminate, reduce or abridge any of the lawful rights and remedies available to the Town or Licensee in the future, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Franchising Authority desires to enter into this Franchise with the Licensee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Franchising Authority and Licensee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

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

1 Definition of Terms

1.1 Terms

For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1. "Access Designee" shall mean the municipal instrumentality and/or nonprofit, non-municipal private corporate entity, as determined by the Issuing Authority subject to and in accordance with applicable law, to operate the Public, Educational and/or Governmental Access Channels subject to and in accordance with 47 U.S.C. 531 and the terms of this Renewal License.

2. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act.

3. "Cable Act" shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., (the "1984 Cable Act"), amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 (the "1992 Cable Act") and by the Telecommunications Act of 1996, Public Law No. 104-104.

4. "Cable Division" shall mean The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or such successor governmental agency in accordance with applicable law.

5. "Channel": A portion of the electromagnetic frequency spectrum which is in a cable system and which is capable of delivering a television channel (as television channel is defined by the Federal Communications Commission by regulation).

6. "Educational Access" shall mean the programming, channels and facilities allocated to the Town of Uxbridge for educational use in accordance with this agreement and with the Cable Act.

7. "Execution date" shall mean the date when both parties execute the License.

8. "External Cost" shall mean Costs as defined in Section 76.922(d) (2) of the FCC's regulations; as such regulations may hereafter be from time to time amended.

9. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

10. "Franchise" or "License" shall mean the non-exclusive rights granted pursuant to this franchise to construct and operate a Cable System along the public ways within all or a specified area in the Service Area.

11. "Government Access" shall mean the programming, channels and facilities allocated to the Town of Uxbridge for governmental use in accordance with this agreement and with the Cable Act.

12. "Gross Annual Revenue" or "Gross Revenue" means all revenue allowed under the law and includes any revenue received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area including home shopping and advertising, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Licensee from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) un-recovered bad debt; and (3) any Franchise Fee, PEG or I-Net amounts recovered from Subscribers.

13. "Headend" shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

14. "Issuing Authority or Franchising Authority" shall mean the Board of Selectmen of the Town of Uxbridge, Massachusetts, acting in its capacity as license Issuing Authority pursuant to M.G.L. c. 166A, § 1.

15. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.

16. "Leased channel or Leased Access" shall mean any Channel available for lease for programming by persons other than Licensee in accordance with the 1984 Cable Act, 47 U.S.C. 532.

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

18. "Pay-per-view" shall mean programming delivered for a fee or charge to Subscribers on a per-program or per day part basis

19. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.

20. "Premium Services" shall mean programming delivered for fee/charge to Subscribers on a per-channel basis.

21. "Prime Rate" shall be the prime rate as published in the Wall Street Journal.

22. "Programming" shall mean any video, audio, or text carried over the Cable Television System

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

24. "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.

25. "Public Way or Street" shall include the surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, bridges, tunnels, and parkways to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this License, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those possessed by the Town.

26. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as the Licensee has designated to the Franchise Authority as the address to which notice should be transmitted to it.

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

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

29. "Subscriber" shall mean any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

30. "Subscriber Network" shall mean the 750 MHz Cable Television System to be owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

31. "Town" shall mean The Town of Uxbridge, Massachusetts.

2 Grant of Franchise

2.1 Grant

PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984, as amended, and subject to the terms and conditions set forth herein, the Town Manager of the Town of Uxbridge acting as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the municipal boundaries of the Town. Subject to the terms and conditions herein, the Issuing Authority grants to Licensee, the right to construct, upgrade, install, operate and maintain the Cable Television System in, under, over, along, across or upon the public streets, lanes, avenues, alleys, sidewalks, bridges, highways, compatible easements and other Public Ways or places within the Town or within subsequent additions thereto, for the purpose of Cable Television System reception, transmission, collection, amplification, origination, distribution, or redistribution of Cable Services. 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.

2.2 Term

The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in subsection 15.12, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.3 Franchise Requirements For Other Franchise 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 License or franchise, as defined by 47 U.S.C. § 522(9).

(b) If the Town enters into any contract, license, agreement, or the like with a cable system operator, which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement or such terms and conditions equitably modified to reflect any differences between the License and any additional license, contract or agreement in terms of benefit to the respective cable system, including, but not limited to, such considerations as (i) length of term; (ii) extent of service area; (iii) system design and construction specifications; (iv) the payment of any franchise fees; (v) any payments for the support of PEG access programming; (vi) any grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-Net; and (ix) customer service standards. To the extent that the terms of the License are less favorable and more burdensome to the Licensee than those of the provision of such subsequent or additional license, contract, or agreement when such terms are taken as a whole, the Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the Town shall take actions to rectify said differences, including, but not limited to, amending the additional license, contract, or agreement so that they are not on more favorable or less burdensome terms than the terms of the License or amending this License so that its terms are not less favorable or more burdensome than those of any additional license, contract, or agreement when taken as a whole. In devising an appropriate remedy, the Town shall consider that, in certain instances, eliminating ongoing obligations after the implementing construction has been undertaken may be inadequate to provide meaningful relief.

(c) Further to the above, Licensee agrees to engage in good faith and timely negotiations with any such holder of an additional license with the Franchising Authority using the public ways to discuss interconnection for the carriage of local PEG access channels.

2.4 Police Powers and Conflicts with Franchise

By executing the 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 welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way. In the event of any conflict between this Franchise and any Franchising Authority by-law or regulation, this Franchise will prevail. This Franchise is a contract and except as to those changes, which are the result of the Franchising Authority's exercise of its general police power, the Franchising Authority may not take any unilateral action, which materially changes the explicit mutual promises in this contract. Nor may the Franchisee take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Licensee and the Franchising Authority and, to the extent applicable, such changes shall comply with the Massachusetts license amendment regulations at 207 C.M.R. §3.07.

2.5 Cable System Franchise Required

No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise to the extent required by state and federal law and regulations.

2.6 Cable Advisory Committee

At the discretion of the Issuing Authority, the Cable Advisory Committee may be vested by the Issuing Authority with such power and authority as may lawfully be delegated.

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day oversight of the Cable Television System pursuant to this License. The Issuing Authority and the Cable Advisory Committee, if so designated, shall monitor and enforce the Licensee's compliance with the terms and conditions of this License.

(b) The Licensee shall meet with the Issuing Authority or the Cable Advisory Committee, if so designated, to review the Licensee's compliance with the License as well and to review other issues related to this License. Such meetings may be requested by the Issuing Authority, the Cable Advisory Committee, or the Licensee.

3 Franchise Renewal

3.1 Procedures for Renewal

The Franchising Authority and the Licensee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Licensee's Franchise 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

(a) The Licensee shall, by acceptance of the Franchise granted herein, defend the Town, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the activities of the Licensee, its agents and contractors in the installation, operation, or maintenance of the Cable System and shall indemnify and hold The Town, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the activities of Licensee, its agents and contractors arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Issuing Authority shall give the Licensee written notice of its obligation to indemnify the Town in a manner consistent with subsection 4.1(b) below. In the event any such claim arises, the Issuing Authority 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 Issuing Authority shall cooperate fully herein. If the Issuing Authority determined in good faith that its interests cannot be represented by the Licensee, the Licensee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town or for the Town's use of the Cable System, including any PEG channels.

(b) In order for the Town to assert its rights to be indemnified, defended and held harmless, the Town must:

(i) provide reasonable and timely notice of any claim or legal proceeding as not to prejudice the Licensee's ability to defend the Issuing Authority or Town;

(ii) If the Licensee is obligated to defend and indemnify the Town against such claims or actions, the Licensee shall in its sole discretion control such defense, compromise or settlement or other resolution or disposition of such claim or proceeding. The Licensee agrees to make every effort to include the Town in the participation of any such compromise, settlement or other such resolution or disposition of such claim or proceeding. In the event the Town determines its interests cannot be represented in good faith by the Licensee, the Town may otherwise seek legal representation;

iii) The Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

(c) The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, to the extent, authorized by applicable law or regulation, to intervene in any suit, action or proceeding directly relating to the provisions of this License.

4.2 Insurance

A. The Licensee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[$1,000,000] per occurrence,
	Combined Single Liability (C.S.L.)
	[$2,000,000] General Aggregate

Auto Liability including coverage	[$1,000,000] per occurrence C.S.L.
on all owned, non-owned	
hired autos Umbrella Liability	
Umbrella Liability	[$1,000,000] per occurrence C.S.L.

B. The Town and Franchising Authority shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Licensee shall furnish the Franchising Authority with current certificates of insurance evidencing such coverage.

4.3 Performance Bond

The 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 ($20,000.00) conditioned on the following terms:

(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 and Superintendent of Streets of the Town;

(3) The sightly preservation of trees and the 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) Substantial compliance with material terms of license

Said bond shall be a continuing obligation throughout the entire term of this Renewal License, and thereafter until the 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, the 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 the Licensee under the Renewal License.

5 Subscriber Rights and Consumer Protection

5.1 Telephone Answering Service

(a) The 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.'s requirements for service during normal business hours. See 47 Code of Federal Regulations, s. 76.309 (c) (4) for definition of normal business hours.

(b) Qualified customer service representatives will be available to respond to customer telephone inquiries in accordance with Section 5.1 of this License. Such representatives will provide information to help Subscribers troubleshoot basic problems including VCR/DVD/cable interconnect problems.

(c) Under normal operating conditions, telephone answer time by a customer service representative, including wait time, and the time required to transfer the call, shall not exceed 30 seconds, 90% of the time 24 hours per day, 7 days a week, as measured quarterly. In enforcing this provision, the Issuing Authority shall take into considerations any temporary special circumstance effecting the Licensee's ability to comply (such as upgrading or expansion of the call center or the deployment of advanced services requiring additional personnel training and customer education) provided always that the Licensee can show that such circumstances will result only in temporary effects upon compliance. Licensee agrees to maintain an automated call distribution system capable of monitoring compliance with this standard and shall provide the Town, upon written request, with quarterly printouts of telephone response data. For purposes of the foregoing, normal operating conditions shall be as defined in 47 Code of Federal Regulations s. 76.309.

5.2 Initial Installation and Service Call Procedures in Wired Areas

(a) The Licensee shall install cable service in all areas of the Town to those residents whose homes are passed by the Cable System and who have requested service within seven (7) business days of said request for standard aerial installations and within ten (10) business days, weather permitting, of a request for underground installation, subject to Licensee's receipt of necessary permits and easements on reasonable terms and conditions.

(b) The Licensee shall specify to the Subscriber, in advance, whether said installation visit or service call will occur in a weekday morning block, weekday afternoon block, weekday evening block, or a Saturday block. Evening service visits (after 6:00 p.m.) shall be available on a scheduled basis, subject to availability and subject to safety considerations. If Licensee cannot make an appointment, Licensee shall call the Subscriber in advance to cancel. The Licensee shall give priority for next day or next "available time" installation or service appointments to Subscribers who cannot be scheduled within the aforementioned time periods. Unless caused by a Subscriber's failure to make the premises available to the Licensee at the time scheduled, failure to make the installation or service call as scheduled shall require the Licensee to automatically offer a priority cable installation or service visit to the affected Subscriber at a time mutually agreeable to the Licensee and said Subscriber, but in no case later than three (3) working days following the initial installation date, or 24 hours following the service date, unless mutually agreed to otherwise by said Subscriber and the Licensee. In the event a service problem is attributable to technical problems in the Cable System but are wholly within parts of the Cable System that are not on private property, Licensee shall not require Subscribers to be at home at the time of the service call.

(c) Under normal operating conditions, the Licensee shall respond within 24 hours to service complaint calls or requests for repair service where there is a loss of picture or audio on all Channels. Under normal operating conditions, all other service complaint calls or requests for repair service shall be responded to within thirty-six (36) hours, except that Subscribers can schedule service visits beyond this time frame at the Subscriber's option. These standards shall be met in accordance with FCC standards in effect as of the execution of this License.

(d) The Licensee shall ensure that there are stand-by service personnel on call at all times after normal business hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar calls or a number of calls coming from the same area.

(e) System Outages deemed to occur upon the failure of service to five (5) or more Subscribers at or about the same time and in the vicinity of each other that are served by the same amplifier, shall be responded to immediately, twenty-four (24) hours a day by Licensee personnel. Licensee shall supply a paging number or phone number to a designee of the Issuing Authority and to the Issuing Authority, if requested, which shall not be available to the general public, and which is capable of reaching appropriate management personnel in the event that emergency repair service is needed and which is to be used only if normal Licensee lines do not allow a rapid connection to appropriate Licensee personnel. The term emergency in the foregoing sentence shall mean events involving potential injury to persons or property, or loss of service, to substantial areas. Licensee shall maintain a staff of stand-by technicians who are ready to make the necessary repairs in the event of such an emergency.

5.3 Subscriber Solicitation Procedures

Licensee will provide all prospective Subscribers with complete, clear and concise written information prior to or at the time of initial installation of Cable Service and Licensee shall annually provide existing Subscribers with equivalent information, subject to applicable law. Such materials shall clearly disclose the price and other information concerning Licensee's lowest cost service. Such information shall include but not be limited to the following:

(a) All services, rates and charges, including but not limited to deposits, if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning known incompatibilities associated with the utilization of video cassette recorders and cable ready television sets with cable service(s), and information on the cost for hooking up VCRs and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as A/B switches and parental control devices.

(e) Written information concerning the Licensee's privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service; and

(g) Any other customer service disclosures required by federal or state law.

(h) If requested by a subscriber, Licensee shall exercise reasonable efforts to provide information relevant to use of the Cable System for hearing impaired or other disabled persons.

5.4 Billing Practices Information and Procedures

(a) The 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. Subscribers shall not be billed in advance by more than a one month period except: in the case of demonstrated credit problems involving payment delinquency including more than one disconnection; seasonal situations where a greater period of advance billing is approved by the Division; or in the case of optional promotions offered by Licensee.

(b) Licensee will comply with the consumer protection regulations of the Division, 207 CMR 10.00 et seq., as amended, which regulations are incorporated herein by reference and Licensee shall comply with applicable customer service and consumer regulations promulgated by the Federal Communications Commission.

5.5 Notification of Rates and Charges

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.

5.6 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 including 207 CMR 10.00 et seq.

5.7 Response to Service Calls and Service Complaints

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

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

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

(d) 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

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing and privacy disputes and complaints by Subscribers. The 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, and the Issuing Authority. To extent required by applicable law, the Licensee shall also have periodic insertions in its Subscribers' bills that inform Subscribers of such complaint procedures.

(b) The Licensee shall, in normal operating conditions, promptly respond to all Subscriber complaints, but in any event within thirty-six (36) hours of receipt of any such complaints except as otherwise provided herein Section 5.8(d). The term "normal operating conditions" shall be defined in accordance with F.C.C. customer service standards, 47 C.F.R. s. 76.309 (c) (4).

(c) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by Subscribers arising from the operations of the Licensee, provided said Subscribers make a good faith effort to comply with the Licensee's procedures specified in paragraph (a) above for the resolution of complaints.

(d) In the event that the Issuing Authority finds a pattern of multiple unresolved Subscriber complaints, the Licensee shall implement appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

(e) Licensee acknowledges that for a matter to be defined as a complaint for purposes of reporting complaints to the Issuing Authority on state-prescribed complaint reporting forms, Licensee shall comply with the definition of complaint under applicable law.

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, including repair and sales personnel, entering private property shall be required to show an employee photo-identification card issued by the Licensee and the employee shall display such card or make it visible by wearing same regardless of whether there is a request for display of the card.

5.11 F.C.C. Customer Service

The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309), however compliance with telephone response standards shall be subject to the following. Both parties agree that the telephone response times are at times unrealistic in light of the Licensee's increased services and resultant increase in average talk time. The Licensee shall make all reasonable efforts to comply with the 30 second response-time standard but shall under no circumstances be held in non-compliance under this or any subsequent License based upon the telephone response standard as set forth in the F.C.C. Customer Service Standards (47 C.F.R. § 76.309(c)), however licensee shall comply with a sixty second standard in lieu of said thirty second standard. The Town may, upon written request, receive a quarterly report of the Licensee's telephone statistics in order to measure the Licensee's compliance with reasonable telephone standards. Should the Town, in writing, request clarification of the Licensee's telephone report, the 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 the Licensee to meet a reasonable telephone response standard.

5.12 Protection of Subscribers Privacy

(a) Licensee will comply with all privacy provisions of applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code, Section 2520. The Licensee shall be responsible for carrying out and enforcing the Cable Television System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy. The Licensee shall notify all third parties who offer cable services in conjunction with the Licensee, or independently over the Cable Television System, of the Subscriber privacy requirements contained in this Renewal License.

(b) At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Licensee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

(c) In accordance with Section 631 of the Cable Act, Licensee and its agents or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address unless required by law. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the Subscriber by name and address and Licensee shall abide by this request.

5.13 Remote Control Devices, Converters/Receivers, VCR/DVR/Cable Compatibility, A/B Switch, and Parental Control

(a) Licensee shall allow Subscribers to purchase remote control devices from parties other than the Licensee and to utilize remote control devices, which are compatible with the converter installed by Licensee. Licensee shall not charge for the remote device or for use of a remote device when Subscriber has purchased and uses his/her own remote control, however converter charges shall be in accordance with F.C.C. regulations. Licensee shall also allow Subscribers to purchase their own compatible tuning converters/receivers that are not designed for

descrambling/decoding and are subject to Licensee's retaining power to prohibit Subscriber converters/receivers from circumventing signal scrambling/decoding.

(b) In order to assist Subscribers who own "cable-ready" VCR/DVRs to interconnect such VCR/DVRs with their "cable-ready" television sets, and to assist Subscribers in the interconnection of non-cable-ready VCR/DVRs and television sets, Licensee shall provide assistance to said Subscribers concerning same. Upon request, Licensee shall make available one (1) "A/B switch" at cost, if needed, and a splitter to each such Subscriber, at cost, to facilitate such interconnection. Licensee shall notify Subscribers about the availability of such "A/B" switch on an annual basis in accordance with Massachusetts consumer notification requirements. Use of such an A/B switch and splitter will allow any Subscriber with a cable-ready VCR/DVR to record any Channel while viewing an unscrambled Channel, or vice-versa, without the need of a second converter.

(c) Licensee shall not charge an additional outlet fee for VCR/DVRs connected to a Cable Service primary outlet when said VCRs do not have separate converters.

(d) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

(e) The Licensee shall provide Subscribers, upon request and at the published equipment rate, with traps to control the reception of any Channels on the Cable Television System, or with a digital receiver capable of controlling such reception.

(f) Licensee shall not remove any television antenna of any Subscriber but shall, at cost, offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception

5.14 No Discrimination

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

5.15 Offices and Phone

The 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. The Licensee will make available telephone reports upon request of the Town. In addition, all of Licensee's customer service offices or third party payment centers in central Massachusetts shall be available to Uxbridge subscribers.

5.16 Notification of Service Procedures

The 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 the Licensee's name, address and local telephone number. Licensee shall give the Franchising Authority thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

5.17 Polling by Cable

No polling by cable or other upstream response of a Subscriber or user shall be conducted or obtained unless the program of which the poll or upstream response is a part shall contain a conspicuous and explicit disclosure of the nature, purpose, and prospective use of the results of the poll or upstream response, unless the program has a non-commercial, informational, educational function which is self-evident. Licensee or its agents shall release the results of poll or upstream responses only in the aggregate and without individual references, except as permitted and/or prohibited by Section 631 of the Cable Act or as permitted and/or prohibited by applicable State

or federal law(s). The aforesaid disclosures shall not be required for general viewership surveys not gathering names and addresses or other personally identifiable data.

5.18 Information With Respect To Viewing Habits and Subscription

In accordance with Section 631 of the Cable Act, 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 permitted by law. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is prohibited by applicable law or is otherwise impractical.

5.19 Subscriber's Right to Inspect and Verify Information

In accordance with Section 631 of the Cable Act:

(a) Licensee shall make available for inspection by a Subscriber during regular business hours at its business office all personal Subscriber information that Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

(c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to Licensee's General Manager. A Subscriber shall be provided reasonable opportunity to correct any error in such information.

5.20 Voluntary Disconnection of Service

Subscribers who request disconnection of any cable service shall not be billed for such 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 and in no event later than four (4) business days after such request (subject to not having abnormal conditions causing delay). Any credit due to Subscriber upon full termination of a service shall be paid to Subscriber or credited against any outstanding balance within forty-five (45) days and payable upon the return of equipment.

5.21 Wiring by Subscriber

(a) Subscribers, or a qualified contractor at the Subscriber's expense, shall have the right to install cable for system interconnection only within any building which they own or where Landlord consents in writing. Actual interconnection to the Cable System shall be by the Licensee only. Prior to wiring the Subscriber shall agree to indemnify the Licensee for any signal leakage caused by such connection. Such wiring shall be conditioned upon and shall conform to:

(i) All applicable building and electrical codes.

(ii) The Licensee's published guidelines on file with the Issuing Authority, the Building Inspector, and the Wiring Inspector.

(b) Specifications for the cable and connectors to be used in the installation by the Subscriber shall be approved by the Licensee prior to installation.

(c) If the Licensee makes a service/repair visit because of a reported problem and subsequently determines that the problem was caused by wiring and/or improper equipment installed by the Subscriber, the Licensee may assess a maintenance service charge to the Subscriber.

(d) Should the Licensee notify Subscriber in writing that any part of the Subscriber's self-installed wiring is causing harm or interference to the Cable System, the Licensee may require that the Subscriber discontinue use of and

disconnect said device. If such a notice is not practicable, the Licensee may temporarily discontinue service. In all such cases the Licensee shall promptly notify the Subscriber in writing of the discontinuance, and of his/her right to bring the actions of the Licensee to the attention of the Issuing Authority.

(e) Should any Subscriber-installed equipment permanently damage any of the Licensee's equipment, the Subscriber shall be liable for the repair or replacement of such equipment.

5.22 Monitoring

Unless required by applicable law, neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, with the exception of technical tests, without the prior written authorization of the affected Subscriber or commercial user; 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 or other service-related activities. Licensee shall report to the affected parties and all appropriate authorities any instances of unauthorized monitoring or, monitoring or tapping of municipal data transmission, the Cable Television System, or any part thereof, of which it has knowledge. Licensee shall not record or retain any information transmitted between a Subscriber or commercial user and any third party, except as required for lawful business purposes. Licensee shall destroy all Subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

6 Service Availability

6.1 Service Area

The Licensee shall make Cable Service distributed over the Cable System available to all residents of the Town within seven (7) days of a request; 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; 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. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable. The Licensee may elect to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

6.2 Standard Drops

(a) Installation costs shall conform with the 1992 Cable Act, and regulations thereunder. Any dwelling unit within 250 aerial feet of the Cable System distribution plant shall be entitled to a standard installation rate, and the additional costs associated with completing installations located more than 250 feet from the Cable System distribution plant shall be charged to the Subscriber, after provision of a written itemization, on a cost of labor and materials basis only.

(b) the Licensee will provide service to all areas with an average of 20 homes per aerial mile or greater without contribution in aid of construction by subscribers In cases of a request for service not meeting the above criteria, the Franchisee will extend service to prospective subscribers who are willing to contribute to the cost of construction in accordance with the formula C/LE - CA/P = SC where C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the primary service area; P equals the minimum number of dwelling units per mile which would require the Franchisee to provide service in the primary service area; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution-in-aid of construction in the line extension area.

(c) Whenever a potential subscriber located in a line extension area requests service, the Franchisee shall, within 30 days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution-in-aid of construction. During a three year period commencing with initiation of service to a particular line extension, a pro-rated refund shall be paid to previous subscribers of said extension as new subscribers are added to the extension. The amount of such refund, if any, shall be determined by application of the SC formula each time a new subscriber is added. The refunds shall be paid annually to subscribers, or former subscribers entitled to receive them.

6.3 New Development Underground

In cases of new construction or property development where utilities are to be placed underground, the Franchising Authority agrees to make all reasonable efforts to have the permitting authority require as 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. In the event of disputes between Licensee and subdivision developer concerning the costs of trenching and easements required to bring service to the development, the Issuing Authority or its designee shall be available to provide reasonable informal mediation, 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. Issuing authority may satisfy the foregoing obligation by providing a copy of this section to the permitting authority.

6.4 Leased Access

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee shall make available Channel capacity for commercial use by persons unaffiliated with Licensee.

6.5 Inspections

a) In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times on reasonable notice to Licensee, except that notice may be waived for public safety reasons involving need to inspect street conditions on time sensitive basis as may be customary for Department of Public Works/Highway Department. Licensee shall have the right to be present at any inspection except where street inspection if for safety purposes and involving customary right-of-way management and/or street restoration inspection as may be customary for Dept. of Public Works/Highway Department. Any such inspection shall not interfere with the Licensee's operations.

b) Any tests or inspections conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least seven (7) days prior notification to the Licensee of its intention to conduct any testing.

7 Construction and Technical Standards

7.1 Compliance with Codes

(a) Licensee shall maintain and operate the Cable System in existence as of the expiration of the prior license, with the Cable System continuing to have not less than 750 MHz. The Cable System shall be able to receive and transmit community-specific programming independent from that offered in other Towns. Subsequent to the effective date hereof, Licensee shall continue to maintain the availability of not less than seventy-eight programmed Channels, subject to applicable must-carry rules and other applicable law, unless Licensee finds that said number of Channels cannot be provided in a commercially practicable way. Licensee shall be reasonably available to meet with the Issuing Authority and discuss for informational purposes only any program changes in advance of the implementation of such changes. The Licensee shall construct and operate a Cable Television System and render service to Subscribers consistent with the following laws and regulations during the term of this License. The construction, maintenance and operation of the Cable Television System shall be in conformance with the applicable provisions of the National Electrical Code, the Massachusetts Electrical Code, the National Electrical Safety Code, the NCTA Safety Manual, the National Television Standards Code and the applicable rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division within the Department of Telecommunications and Cable, the Department of Telecommunications and Cable, the FCC and all Town building and zoning codes and all land use restrictions, street opening and grant of location laws of general applicability.

(b) All FCC regulations and standards concerning signal quality and technical standards are incorporated as independent standards in this License, including but not limited to 47 CFR 76.601 sub-part K, et seq. incorporated herein by reference, however, the parties acknowledge that pursuant to the Telecommunications Act of 1996, said standards are only locally enforceable to the extent allowed by federal law. Notwithstanding the foregoing, Licensee will, upon request of the Issuing Authority, review Licensee's compliance with said standards. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted forthwith, upon request, to the Issuing Authority. Upon request of Issuing Authority, Licensee shall apprise Issuing Authority of known signal quality problems, if any, and disclose Licensee plans with respect to same.

(c) Licensee shall take appropriate measures to minimize audio variations among Channels in the Cable System.

(d) In the event of Subscriber complaints about signal quality resulting from problems, if any, with the Subscriber drop, Licensee will replace the Subscriber's drop at the residence of the complaining Subscriber if needed to remedy the signal problem at no cost to the Subscriber.

(e) With respect to seven or more complaints of signal quality problems involving the same or substantially similar matter within a 21 day period, the Issuing Authority may require Licensee to report on same within 10 calendar days of a request by the Issuing Authority. Licensee shall report on the nature of the problem and on any corrective action to be taken. If after that the Issuing Authority has reasonable basis for finding that Licensee appears not to be in compliance with technical specifications, the Issuing Authority shall have the right to require that Licensee's senior engineer to conduct additional tests and issue a detailed report to the Issuing Authority pertaining to such tests.

(f) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

7.2 Construction Standards and Requirements

The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in Part 76 of the FCC's rules and regulations as may, from time to time, be amended.

7.3 Safety

The Licensee shall at all time employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents, which are likely to cause damage.

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 Monitoring

Licensee shall test the Cable System consistent with the FCC regulations.

7.6 Performance Evaluations

The Issuing Authority shall at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the effective date of this License. All such evaluation sessions shall be open to the public. 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 the Licensee with sixty (60) days, advance written notice of such performance evaluation session.

8 Conditions on Street Occupancy

8.1 General Conditions

Licensee shall have the right to utilize existing poles, conduits and other facilities subject to applicable law and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Franchising Authority is obtained, which approval shall not be unreasonably withheld.

8.2 Underground Construction

Upon receiving due notice of the installation of telephone, electric and all other utility lines underground, the Licensee shall likewise place its facilities underground at its sole cost and expense unless a developer is installing or is otherwise required to install compatible cable. Underground cable lines shall be placed according to any Public Works Department or other Town or State by-law or regulation and in accordance with applicable state law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles; however, said underground construction shall be required only if and when it is required of all utilities and on the same street. When possible, Licensee shall be able to use any underground conduit maintained by the Town provided that such use is: i) found by the Issuing Authority to be reasonable, ii) at the sole cost and expense of the Licensee, iii) does not interfere with the Town's use or anticipated use of said conduit(s), and iv) the Town has authority to allow such use. Any such use by the Licensee shall be subject to the advance notification and approval of the Town and the right of the Town to supervise any such use. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program pursuant to MGL c.82, § 40.

8.3 Permits

The Franchising Authority shall cooperate with the Licensee by conducting permitting proceedings in accordance with applicable law.

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. The 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 the 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

Whenever the License takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored to essentially as good a condition as before entry but to such standards required of utilities operating within the Town and as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the required restoration and the time for performance. Upon failure of the Licensee to comply within the time specified, the Town may make or contract for restoration and repairs and the reasonable and itemized expenses of such work shall be paid by the Licensee upon demand by the Town. Any damages to private property shall be determined in accordance with M.G.L. c. 166A, § 22 and applicable law.

8.6 Removal in Emergency

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the exercise of police powers of the Issuing Authority or any public safety or other designated public official, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right, within its police power, to do so at the sole cost and expense of Licensee. In such case, the Town shall notify Licensee of the cables which have been cut or removed.

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, the Licensee shall avoid damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees 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 trimming of trees on private property.

8.8 Relocation for the Franchising Authority

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reasons which are within the Town's police power, such as public safety, street construction, change or establishment of street grade or layout, installation of sewers, drains, water pipes, power or signal lines, setting of new or replacement utility poles and the construction of any public improvement or structure. In this respect, the Licensee shall be treated on par with any affected utilities.

8.9 Relocation for a Third Party

The Licensee shall, on the request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be paid in accordance with law. The Licensee shall be given at least ninety (90) days advance notice of any such move.

8.10 Reimbursement of Costs

If funds are available to any utility using the Streets for the purpose of defraying the cost of any of the foregoing (required in Article 8), the Franchising Authority shall exercise reasonable efforts to reimburse the Licensee in the same or reasonably similar manner in which other utilities affected by the requirement are reimbursed as permitted by applicable law subject to licensee making timely written request for same and subject to said funds being legally and comparably allocable by the Franchising Authority or applicable agencies. If the funds are controlled or restricted by another governmental entity, the Franchising Authority or applicable agency shall exercise reasonable efforts to make application for such funds on behalf of the Licensee if and to the extent if made application for such funds on behalf of other companies, and subject to Licensee making timely written request for same; however, the Town is not responsible for reimbursement if said application is denied. Licensee shall cooperate with Town on any such application. The foregoing shall not apply to third party funds made available to the Franchising Authority or applicable agencies earmarked for non-communications utility purposes, including but not limited to funds earmarked for water and/or gas system infrastructure improvements.

8.11 Emergency Use

(a) The Licensee shall maintain an Emergency Alert System in compliance with applicable State and federal laws. Requests to trigger the EAS System should, unless otherwise provided by applicable law, regulation or procedures, be addressed to:

STATE EAS CALLS:
Communications Section

FEDERAL EAS CALLS:
Communications Section

Massachusetts Emergency
Management Agency
400 Worcester Road
Framingham, MA 01702
Tel. (508) 820-2023

Massachusetts Emergency
Management Agency
400 Worcester Road
Framingham, MA 01702
Tel. (508) 820-2023

8.12 Subscriber Network

(a) Subject to Section 7.1 above, the Licensee shall continue to operate, maintain and make available to residents of the Town its existing 750 MHz Subscriber Network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

(b) The Licensee shall transmit all of its broadcast and commercial Signals to Uxbridge Subscribers in stereo, if such Signals are furnished to the Licensee in stereo.

8.13 Private Property

Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town including, but not limited to, MGL c.166A, Section 22. Licensee shall 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 condition in which such property existed immediately prior to the damage or construction at its sole cost and expense. The installation and operation of Licensee's cable plant shall not create any unreasonable disturbance of or nuisance to private property in the Town. Pursuant to 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.

8.14 Commercial Establishments

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee shall make available Channel capacity for commercial use by persons unaffiliated with Licensee. The Licensee shall be required to make Cable Service available to any commercial establishments in the Town upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and service, including commercial line extension costs if applicable, in accordance with applicable law. It is herein acknowledged that certain programming service may not be available to commercial establishments pursuant to applicable law or the Licensee's agreements with its program suppliers and that certain other programming shall be available to non-residential Subscribers at commercial rates only.

8.15 Service Interruptions

Except where there exists an emergency necessitating a more expeditious procedure, Licensee shall use reasonable efforts to interrupt service for the purpose of system construction, routine maintenance or testing the Cable System only during period of minimum use.

8.16 Reservation of Rights

Acceptance of the terms and conditions of this License will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Licensee or by the Town of any legal rights which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions.

8.17 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 the Licensee of its Cable Television System. The 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.

9 Rates, Charges and Programming

9.1 Rate Filings

Licensee shall, upon request, provide Issuing Authority with documents filed in any F.C.C. or state rate proceeding and Licensee will provide other information in accordance with applicable state and federal rules and regulations.

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 the Licensee are honored.

9.3 Senior and Handicapped Citizen Discount

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

(b) To be eligible, a resident must meet the following criteria: sixty-five (65) years of age or older or handicapped and head of household and in each 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.

(c) 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(b). A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a Subscriber. Those Uxbridge customers receiving a Senior Discount as of the Effective Date of this Renewal License are not required to re-establish eligibility.

9.4 Credits for Service Interruption

Licensee shall grant a pro rata credit or rebate to any Subscriber whose cable service is interrupted, including full loss of either audio or video, for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. If an entire tier or premium service of a Subscriber's cable service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide, if requested, a pro rata credit or rebate for each tier or premium service interruption. Licensee, in its discretion may grant a pro rata credit or rebate to a Subscriber whose entire cable service is interrupted for a period less than 24 hours where the Subscriber shows he or she effectively lost service.

9.5 Basic Service

The Licensee shall provide a basic service as defined by the Cable Act. Licensee shall maintain the basic service tier unscrambled throughout the term hereof, unless all services are provided in a digital, as opposed to analog form, requiring encoding for digital transmission.

9.6 Programming

Licensee shall provide the Issuing Authority and the Subscribers thirty day advance notice of Channel line-up changes including all Channel reassignments, additions or deletions within the control of Licensee, with the foregoing in accordance with applicable law. Where Channel line-up changes are not in control of Licensee,

Licensee shall provide such advance notice as soon as is reasonably possible. Consistent with the foregoing, if the Channel line-up change is the result of circumstances beyond the control of Licensee including but not limited to programming changes resulting from federal retransmission consent rules, Licensee shall not be deemed in non-compliance for failure to give thirty (30) day advance notice of the change. When Channels are added or deleted, the Licensee shall provide each Subscriber with written channel information indicating the new Channel line-up, however, in the event of a non-substantial change, as defined by the Department of Telecommunications and Cable or its Cable Division, said written information need not involve written notice to each individual subscriber. In the case of Channel reassignments, if notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. In addition, Licensee shall continue to make all reasonable and cost-effective efforts to display an electronic program guide on its Cable System, indicating the program listings for the system. Licensee shall use its diligent efforts to carry program services desirable to Uxbridge Subscribers and shall, not less than once annually, consult with the Issuing Authority or Cable Advisory Committee, if requested, to survey the Issuing Authority concerning suggestions or comments concerning program services of interest to Uxbridge residents.

10 Franchise 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 and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by a qualified representative of the Licensee documenting, in reasonable detail pursuant to Section 13.4(d) below, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total License Fee 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 PEG Access annual funding (Section 13.4), but shall not include any item or amount not considered a franchise fee by federal law and the Cable Act.

10.2 Payment of Fee

(a) 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.

(b) All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town, unless otherwise designated in writing by the Town that the funds should go to its designated Access Designee.

10.3 Other Payment Obligations and Exclusions

(a) 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 the 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 the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act (47 U.S.C. § 542(h)), it is the understanding of the parties hereto that 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 the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable 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 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 Issuing Authority, 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 Issuing

Authority 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.

10.5 Audit and Limitation on Recovery

If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) business 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 believe 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 owed to the Town, such fee shall be paid within sixty (60) days after such audit and recomputation. 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 the prime interest rate. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the 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 Section 10.1and 10.2 above, interest due on such fee shall accrue from the date due at the annual Prime Rate as published in the Wall Street Journal.

11 Transfer of Franchise

11.1 Franchise Transfer

(a) The Franchise granted hereunder shall not be transferred or assigned, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld or delayed. 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 the Licensee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving an application in accordance with applicable law for transfer, the Franchising Authority shall notify the Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the 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 Franchising Authority shall be deemed given.

(b) In considering a request to transfer control of this License, the Issuing Authority may consider the transferee's management experience, technical expertise, financial capability and legal ability to operate a Cable System under the existing license.

(c) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this License. Any transferee or assignee of this License shall be subject to all of the terms and conditions contained in this License.

(d) The Licensee shall submit to the Issuing Authority the License transfer application if required by law.

(e) Transfer of the Cable System without requesting Issuing Authority consent as required shall be null and void, and shall be a material breach of this License.

(f) If the Issuing Authority lawfully denies its consent to any such transfer and a transfer is or has nevertheless been affected, or in the event of an otherwise unlawful transfer, the Issuing Authority may revoke and terminate this License.

(g) In accordance with federal law, 47 U.S.C. 537, in the event a license transfer application is properly filed with the Issuing Authority, if the Issuing Authority does not act on the application within 120 calendar days from the Issuing Authority's receipt of the application, the application for transfer shall be deemed approved.

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 the Licensee, or any Person that owns or controls the Licensee. Licensee shall notify the Franchising Authority thirty (30) days prior to any such sale, assignment or transfer and must comply with all terms and conditions of this License.

12 Records, Reports, Tests and Maps

12.1 Reports Required

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 be filed with the Franchising Authority upon request.

The Licensee shall furnish the Issuing Authority or 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

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

(a) Licensee shall keep all written complaints it receives on file in its business office for a minimum of two (2) years after receipt. Licensee shall on its monthly bill (or the back thereof) include its address and e-mail address for receipt of complaints.

(b) If requested by the Issuing Authority, the Licensee shall provide the Town with accurate strands maps of all existing trunk and feeder installations not later than forty-five (45) days after such request. Thereafter, upon request of the Issuing Authority, the Licensee shall allow the Issuing Authority access to inspect accurate as-built maps of all Cable System plant on the company's local premises, for review purposes only, which maps shall be updated to show changes in such installations. In the event Licensee maintains computer readable and GIS-compatible strand maps of the existing trunk and feeder, Licensee shall upon reasonable request provide same to the Town in a computer readable form.

12.3 Inspection of Records

(a) Licensee shall permit any duly authorized representative of the Franchising Authority, upon receipt of advance written notice to examine, not photocopy, 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 Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Licensee may organize the necessary books and records for easy access by the Franchising Authority. The Licensee shall not be required by this Renewal License to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for two (2) years as specified above. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Franchising 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 the Licensee makes the Franchising Authority aware of such confidentiality. If the Franchising Authority believes it must release any such confidential books or records in the course of enforcing this Franchise, 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 Franchising 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.

(b) In any proceeding between the Town and the Licensee regarding financial information, the Town acknowledges that Licensee may make certain allocations of revenues, expenses, assets and liability accounts and the Licensee acknowledges that the Town may require financial reports to show such allocations for Uxbridge only. Such allocations shall be according to generally accepted accounting principles as well as Massachusetts and federal law and regulation and shall treat all communities subject to such allocations in an equitable manner.

(c) Whenever this License requires the Licensee to disclose financial or operational information to the Town, such disclosures shall encompass those documents and records kept by the Licensee in the ordinary course of business and which may be discovered in accordance with the laws and regulations of Massachusetts and/or the federal government, including the FCC. The Licensee's requirement to produce records shall be governed by the Cable Act, FCC regulations including local regulation and cost-of-service guidelines, Division regulations and applicable law.

12.4 Subscriber Complaint Report

In accordance with the regulations of the Cable Division, the 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

The Licensee shall annually submit a completed copy of Division Form 500 to the Issuing Authority, or its designee, reporting complaints and service interruptions, no later than two (2) weeks after it is submitted to the Cable Division, or if not required by or submitted to the Division, on a regular annual basis. The Licensee shall record written and verbal complaints from its Subscribers on said Form 500 to the extent required by applicable law or the Division. Licensee shall use the Cable Division's definition of complaint for complaint reporting purposes.

12.6 Annual Performance Tests

(a) Unless required otherwise by applicable State or federal law and/or regulation, the 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 the Licensee.

(b) Upon written request, the above tests shall be submitted to the Issuing Authority, or its designee(s).

12.7 Quality of Service

In addition to other complaint resolution procedures under this License, the parties agree that in the event that the Issuing Authority receives at least eight written or e-mail complaints from Subscribers of which Licensee was previously notified by Subscriber or the Issuing Authority within 21 days regarding signal quality, the Issuing Authority will notify Licensee in writing and Licensee will report in writing to the Town within twenty-one (21) days of such notice about the nature of the problem, if any, and the corrective action to be taken, if any. Said notice to the Licensee shall include the details of each complaint and the names of the complainants. Subsequent to such report, if no corrective action is taken and the Issuing Authority has reliable, credible evidence to indicate that Licensee is not meeting the technical specifications of this License, the Issuing Authority will have the right to require Licensee's senior engineer to test, analyze and report on signal quality within twenty-one (21) days specifically related to such complaints.

12.8 Additional Information

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

(b) Licensee shall file copies of financial forms required to be filed by law, including Forms 200 and 400.

(c) Licensee shall file with the Issuing Authority a report containing the number of Subscribers in the Town. Said report shall be filed annually with the financial reports required pursuant to this section.

(d) The Licensee shall make available to the Town, and copy at the Licensee's expense, copies of any petitions or communications filed by the Licensee with any state or federal agency or division pertaining to compliance with any material aspect of this License or pertaining to Licensee's compliance with any law or regulation which compliance affects Licensee's operation of the Cable System.

13 Public, Educational and Government Programming

13.1 Service to Schools and Other Public Buildings

Licensee shall continue to provide, or provide, as applicable, at no charge to the Town, subject to applicable federal law and FCC regulations, one activated outlet of Basic Service, at municipal buildings, except that Town Hall, police and fire stations, the headquarters of the Department of Public Works/Highway Department, public access studio and all public school buildings shall also receive at no charge to the Town, subject to applicable federal law and FCC regulations, one activated outlet of expanded basic service. Licensee will install such service at its own cost, subject to the provisions of Section 6.2 herein, within sixty (60) days of said request. In addition, upon written request of the Issuing Authority, Licensee shall provide one Subscriber Network Drop, outlet, and Basic and Expanded Service without charge to newly constructed or newly occupied municipal or public school buildings. The Issuing Authority or its designee shall be responsible for the additional cost of a non-standard installation – an aerial installation in excess of two hundred and fifty feet (250') from the Licensee's feeder cable, and any underground installation, based on additional actual costs incurred in the installation. The Town shall designate a person to be responsible, on behalf of the Town, to supervise such service and connections, and take responsibility for loss or damage to any converters resulting from negligence or theft. The Town is not responsible for ordinary maintenance of said converters or receivers.

13.2 Limitations on Use

The Cable Service provided pursuant to this Section 13.1 shall not be used for commercial purposes and such outlets shall not be used for viewership by the general public. The Franchising Authority shall take reasonable precautions to prevent any use of the Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System.

13.3 PEG Access Channels

The Licensee shall continue to make available to the Town and/or the Access Designee three (3) full-time Downstream Channels for PEG Access purposes. In the event that the Town requests to share a PEG Access Channel with a neighboring Town or Towns served by the Licensee to support the regionalization of government access programming, Licensee shall cooperate with respective Issuing Authorities in negotiating license amendments and designing the interconnect. Any additional costs involved in implementing such interconnect shall require reimbursement by the Town or Towns for Licensee's actual costs for time and materials. Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the Town and/or to the Designee except external costs may be externalized and passed through to the extent permitted in accordance with FCC rules. Underwriting of the costs of access program production is permitted, provided the sponsors do not advertise on the programs. Underwriter acknowledgements similar to those appearing on public broadcast stations shall be permitted.

13.4 Public, Educational and Government Access Equipment/Facilities Fund and Annual Grant

(a) The Licensee shall provide a one-time cash payment to or for the Town's special PEG Access account or Access Designee, if so designated by the Issuing Authority in writing, in the amount of $105,000 to be used to purchase, lease, and/or improve PEG Access equipment and facilities, payable within one hundred and twenty (120) days of the effective date of this Renewal License. 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) For the first two years of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority or PEG Access Designee for PEG Access operations in the amount of four percent (4%) of Gross Annual Revenues directly to a special PEG Account or such account as is duly established by the Issuing Authority for PEG Access and cable-related purposes only. Beginning with the third year of this 10-Year Renewal License, the Issuing Authority, upon ninety (90) days advance written notice to the Licensee, may request an adjustment of the

annual PEG Access payment from 4% of Gross Annual Revenue to a specific amount within the range of 2.5% to 4.25% of Gross Annual Revenues. The first such annual payment shall be made no later than one hundred and twenty days (120) after the Execution date of this License. In no case shall this payment be counted against the equipment and facilities payment made pursuant to subparagraph (a) of this Section 13.4 above or against any franchise or license fee. 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 subject to applicable law and regulation.

(c) The Issuing Authority shall prepare an annual report for the preceding calendar year which records how the annual payment for PEG operations was spent, and what amount remained unspent at the end of the calendar year. This report shall be submitted to the Licensee annually within thirty (30) days of payment of the annual PEG grant.

13.5 Public, Educational and Government Access Designee

(a) The Access Designee, as designated by the Issuing Authority, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 13 herein, and 47 U.S.C. 531. The Access Designee shall provide services to PEG Access Users and the Town, as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 13.3 above;

(2) Manage the annual and other funding, pursuant to Section 13.4 above;

(3) Purchase and/or lease facilities and equipment with funding pursuant to Section 13.4 above, including construction and/or relocation of facilities as needed;

(4) Conduct training programs in the skills necessary to produce PEG Access Programming;

(5) Provide technical assistance and production services to PEG Access Users, including the operation of the PEG Access studio within the Town;

(6) Establish rules, procedures and guidelines for use of the PEG Access Channels, subject to the terms of this Renewal License;

(7) Provide publicity, fundraising, outreach, and other support services to PEG Access Users;

(8) Subject to availability of resources, Assist Users in training to enable producers to become responsible for the production of Programming of interest to Subscribers including programming focusing on Town issues, events and activities; and produce a reasonable amount of local programming.

(9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment and other cable-related technology access as appropriate and necessary.

(b) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards equal with those, which apply to the Cable System's commercial channels pursuant to the FCC's technical standards. The Licensee shall not be responsible for the production quality of the PEG Access Programming.

13.6 Recomputation

(a) No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement, and all amounts paid shall be subject to audit and recomputation of the Franchising Authority. The audit period shall cover no more than the previous three (3) years.

(b) If, as a result of such audit or any other review, the Franchising Authority determines that the Company has underpaid its fee in any twelve (12) month period, then, in addition to making full payment of the relevant

obligation, the Company shall reimburse the Franchising Authority an interest charge computed from such due date, at the annual rate of two percent (2%) over the prime interest rate.

13.7 Equipment Ownership and Maintenance

The Town and/or the Access Designee, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Section 13.4 including such equipment provided for PEG purposes under the Prior License. Consistent with the Town and Access Designee responsibilities to the Issuing Authority or its Access Designee, the Licensee shall have no obligation, to maintain, insure, replace or repair any such PEG Access equipment except Licensee shall be responsible for maintaining, and replacing if needed, up to three modulators, transmitters, receivers, as used to originate video signals into and through the cable system. Any Access Designee use of video equipment by producers shall be subject to the Access Designee first ensuring customary liability insurance for use of said equipment for PEG access and related purposes.

13.8 Editorial Control

(a)Neither the 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 require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law. Nothing herein shall be construed to limit the Licensee's right or ability to cablecast local programming at the Licensee's sole discretion.

(b) It is the intent hereof that individual public access producers be responsible for the content of their own programming, acts and omissions and that neither the Town, the Licensee nor the Access Designee shall be liable for the foregoing individual public access potential liabilities. Further, the parties acknowledge that the Access Designee shall require individual producers to sign User Forms acknowledging individual producer responsibility for producer public access programming and that the Access Designee shall adopt guidelines or rules relevant to programming to the extent consistent with applicable law.

(c) Consistent with the current underwriting standards for non-commercial television stations, notices of support and underwriting may be permitted on the access Channel(s).

13.9 Access Coordination

a) The Licensee shall provide, maintain and operate a fiber PEG Channel origination network, at no charge to the Town or its Access Designee. This dedicated network shall enable the upstream transmission of programming to the system headend for distribution to customers on the three PEG Access channels. The first two origination sites listed below – the Town Hall and the Community Access Center – shall be have transmitter/receivers in place and activated within one hundred and twenty (120) days of the Effective Date of this Renewal License. The third origination site – the new high school – shall have its transmitter/receiver in place and activated within ninety (90) days of the Issuing Authority providing written notice to the Licensee that the new high school has received a certificate of occupancy. The PEG origination sites will be located at: 1) the Town Hall (21 South Main Street); 2) the Community Access Center at Uxbridge High School (62 Capron Street); and 3) the new Uxbridge High School (246 Quaker Highway). In addition, at the request of the Town, the Licensee shall terminate fiber drops at the Senior Center (36 South Main Street), the Public Library (15 North Main Street) and the Fire Station (25 South Main Street).

b) The PEG Channel origination network shall be operated in compliance with 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 and the Issuing Authority shall negotiate, in good faith, a resolution of any such problems, with such negotiation, if any, subject to Section 13.3(b) above, regarding Licensee's responsibility to provide, maintain and operate the PEG Channel origination network at no charge to the Town or its Access Designee. The Issuing Authority shall have the right to request a performance test of the network, should such problems persist.

c) Licensee shall extend the PEG Channel origination network to additional municipal or PEG buildings designated by the Issuing Authority during the term of this License at Licensee's actual cost of said extension, which shall be borne by the Town with respect to additional sites. Licensee shall disclose such costs prior to construction. Any additional drop requests shall require cost reimbursement by the Town for Licensee's actual costs for time and materials. Construction, installation and activation of each designated Drop and Outlet shall be completed within sixty (60) days of designation and design approval by the Town, for aerial Drops, and within ninety (90) days of designation and design approval by the Town, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the buildings designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet.

d) 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 for such switching; however, the foregoing does not preclude Licensee from externalizing costs in accordance with applicable law.

e) 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, however, Licensee shall continue to be responsible for providing and maintaining the modulators and demodulators for access channel use as provided as of the expiration of the prior License.

14 Enforcement or Revocation

14.1 Determination of Breach and Penalties

(a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any material provision of this Renewal License, except as excused by force majeure, the Issuing Authority shall notify the 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. The Licensee shall have thirty (30) days from the receipt of such notice to:

i) 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 the Licensee's position; or

ii) 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.

(b) In the event that the 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, of such has been delivered to the Licensee. The 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.

(c) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after public hearing, determines that a continuing state of default exists and that its cure is unlikely or untimely, the Issuing Authority may determine to pursue one of the following:

(i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(ii) foreclose on all or any appropriate part of the security (performance bond) provided pursuant to sec. 4.3 herein;

(iii) declare the Renewal License to be revoked subject to Sec. 14.3 below and applicable law

(iv) invoke any other lawful remedy available to the Town.

14.2 Abandonment

(a) Licensee shall comply with Section 627 of the 1984 Cable Act, 47 U.S.C. 547, with respect to proceedings upon expiration or revocation.

(b) Licensee shall comply with M.G.L. ch. 166A, s. 5(f) with respect to removal and abandonment.

14.3 No Waiver – Cumulative Remedies

(a) No failure on the part of the Issuing Authority, the Town nor the 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.

(b) The payment of damages for violations under this License shall not be deemed to excuse Licensee from having to cure the violation, if said violation is reasonably established in accordance with law and the matter is reasonably subject to cure.

(c) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term. With respect to non-performance of Licensee obligations not involving monetary payments or actual provision of materials and equipment, the failure to enforce performance for a significant period of time and the lack of complaint concerning same, shall be deemed a factor relevant to mitigating the assessment of the amount of damages, if any, for such non-performance.

15 Miscellaneous 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; lightning; 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 the 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 Franchising Authority or the 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

a) 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 Uxbridge, 21 South Main Street, Uxbridge, Massachusetts 01569, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the 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 the 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. If agreed by the parties, alternative forms of notice shall be acceptable.

b) Subject to Section 15.3(a) above, all required notices shall be in writing.

15.4 Public Notice

Minimum public notice of any public meeting relating to this Franchise shall be in accordance with applicable law or regulation.

15.5 Severability

If any section, subsection, sentence, clause, phrase, or portion of this 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 License.

15.6 Acts or Omissions of Affiliates

During the term of the Renewal License, the 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 the Licensee.

15.7 Warranties

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

a) The Licensee is duly organized, validly existing and in good standing under the laws of the State of Delaware;

b) The 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 execution date of this License, to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;

c) This License is enforceable against the Licensee in accordance with the provisions herein; and

d) There is no action or proceeding pending or threatened against the Licensee, which would interfere with its performance of this License.

15.8 No Recourse against the Issuing Authority

Pursuant to Section 635A (a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, 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 License.

15.9 Jurisdiction

All provisions in this License shall apply to the Town, the 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.

15.10 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.

15.11 Entire Agreement

(a) This Franchise 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 Franchise. 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 Effective Date

The effective date of this Franchise shall be April 7, 2011. This Franchise shall expire on the tenth anniversary of the Effective Date, April 7, 2021.

Considered and approved this 14th day of March, 2011.

Town of Uxbridge

Chairman, Board of Selectmen

Member, Board of Selectmen

Member, Board of Selectmen

Member, Board of Selectmen

Member, Board of Selectmen

Accepted this 5TH day of APRIL, 2011, subject to applicable federal, state and local law.

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

Signature:
Steven E. Apodaca
President of Operations

Approved as to form:
William August, Esq.
Special Counsel to the Town of Uxbridge
4-7-11