CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

Comcast of Massachusetts I, Inc.

Granted By

CITY OF MARLBOROUGH
MASSACHUSETTS

Renewal Term
October 5, 2016 – October 4, 2026

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RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the City of Marlborough, Massachusetts (hereinafter the "City"), said license having commenced on October 6, 2005;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated August 27, 2013 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

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

WHEREAS, The Issuing Authority finds that Licensee has complied with the terms of its previous license;

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

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 – DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(a) Access - shall mean the right or ability of any Marlborough resident and/or any Persons affiliated with a Marlborough institution to use designated Public, Education and Government ("PEG") access facilities and equipment and/or Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the City and/or its designee.

(b) Access Provider – shall mean the entity designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(c) Affiliate or Affiliated Person – When used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(d) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(e) 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., amending the Communications Act of

1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(f) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the City of Marlborough, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the City, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

(h) Cable Service or Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(i) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(j) Effective Date – shall mean October 5, 2016.

(k) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(l) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the City of Marlborough and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(m) Gross Annual Revenues – shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees ("Fee-on Fee"); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for such Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the City that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(n) Issuing Authority – shall mean the Mayor of the City of Marlborough, Massachusetts, or the lawful designee thereof.

(o) Licensee – shall mean Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(p) License Fee – shall mean the payments to be made by Licensee to the City of Marlborough and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(q) Normal Business Hours – shall mean those hours during which most similar businesses in Marlborough are open to serve customers. In all cases, Normal Business Hours must include some evening hours and at least one night per week and/or some weekend hours.

(r) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(s) Pay Cable or Premium Services – shall mean programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(t) Pay-Per-View: – shall mean programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(u) PEG Access User – shall mean a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(v) PEG Access Programming – shall mean non-commercial programming produced by any Marlborough residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(w) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority or City.

(x) Prime Rate – shall mean the prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the "Prime Rate" for purposes of this Renewal License.

(y) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel which the Licensee shall make available to the City of Marlborough and designees of the City of Marlborough, including Access users without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations.

(z) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(aa) Renewal License or License – shall mean this Renewal License and any amendments or modifications in accordance with the terms herein.

(ab) Standard Installation – shall mean the installation which can be completed using a Drop of up to one hundred twenty-five feet (125') aerial or one hundred twenty-five feet (125') underground.

(ac) State – The Commonwealth of Massachusetts.

(ad) Subscriber – shall mean any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

(ae) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(af) City – shall mean the City of Marlborough, Massachusetts.

(ag) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Cable Services, but not including Drop Cable(s) to Subscriber's residences.

(ah) Video Programming or Programming – shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts I, Inc., a Massachusetts Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the City of Marlborough.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L. c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

This non-exclusive Renewal License shall be for a period of ten (10) years, commencing on October 5, 2016 through midnight October 4, 2026.

SECTION 2.3 - RENEWAL

(a) In accordance with the provisions of federal law, M.G.L. c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

SECTION 2.4 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or ordinances/regulations of general applicability and not specific to the Cable Television System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) This 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 Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the City of Marlborough; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the City, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the City, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.6 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State laws and regulation, and City ordinances and lawful regulations, provided such City ordinances and regulations are not specific to this License, the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of competent jurisdiction. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a City by-law or regulation.

SECTION 2.7 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown.

SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. A transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this Renewal License, unless otherwise provided by applicable federal or State law. An "affiliated company" is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

(b) Pursuant to applicable State and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under applicable law or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

SECTION 2.9 – EFFECT OF UNUATHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall continue to make Cable Service available to every residential dwelling unit within the City that currently has Cable Service available to it from the Licensee. The Licensee shall make Cable Service available to every residential dwelling unit within the City where the minimum density is (i) twenty-five (25) dwelling units per aerial mile or (ii) forty (40) dwelling units per underground mile. For non-Standard Installations, the Licensee shall offer Cable Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations, subject to Force Majeure and the completion of utility pole make ready.

(b) Provided Licensee has at least ninety (90) days prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation so long as such additional time does not result in additional cost to the project developer or the City. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. The Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 – INSTALLATION CHARGES

Any dwelling unit within one hundred twenty-five feet (125') aerial or one hundred twenty-five feet (125') underground from the feeder cable shall be entitled to a Standard Installation rate,

unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). All other installations are considered non-standard installations. For underground installations more than one hundred and twenty-five feet (125'), not involving a hard surface, the first one hundred twenty-five feet (125') shall be at the Standard Installation rate. For aerial installations more than one hundred twenty-five feet (125'), the first one hundred twenty-five feet (125') shall be at the Standard Installation rate.

SECTION 3.3 – SUBSCRIBER NETWORK

Licensee shall own, operate and maintain the Cable Television System, to a minimum bandwidth of 750MHz to Marlborough Subscribers.

SECTION 3.4 – LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, operate and maintain the Cable Television System within the City. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable State and local laws and regulations.

SECTION 3.5 - FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Licensee shall continue to maintain the existing Drop, Outlet and Basic Cable Service, at no charge to the City, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as listed in **Exhibit 3.5** attached hereto.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Drop, Outlet and Basic Cable Service as referenced in Section 3.5(a) above, at no charge to any new Public Buildings and other City owned Public Buildings, along its Cable System route. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings,

schools and/or institutions entitled to receive such a Drop or Outlet, prior to any such installation. There shall be no costs to the City or any designated institution for said installation along the cable route and the provision of monthly Cable Service, and related maintenance.

(c) All internal wiring, other than required to install the Drop and Outlet required by this Section 3.6 shall be owned and maintained by the Issuing Authority or its designee, and the Licensee shall not own or be responsible for such internal wiring.

(d) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those existing buildings included in **Exhibit 3.5**, or to move existing or install additional Drops or Outlets to buildings in which Drops or Outlets are hereinafter installed pursuant to subsection (b) above, except that after the reconstruction, expansion or replacement of a Public Building, the Licensee shall install a Drop and Outlet and provide said Cable Service as referenced in subsection (a) above to the reconstructed, expanded or new Public Building .

SECTION 3.6 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.7 - EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

SECTION 3.8 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, ordinances of general applicability, codes and regulations, including but not limited to OSHA regulations, the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code, and the rules and regulations of the FCC, the rules and regulations of the Cable Division, any other applicable Massachusetts laws and regulations, generally applicable City ordinances and regulations, and all applicable land use restrictions as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the City, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the City should submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 – UNDERGROUND FACILITIES

(a) In the areas of the City in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the City.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable City by-laws, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the City develops an

undergrounding project for which it plans to utilize City funds to reimburse utilities for the cost of said undergrounding, its shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

(d) Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any City ordinances and regulations.

SECTION 4.5 – STRAND MAPS

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

SECTION 4.6 - BUILDING MOVES

(a) In accordance with applicable laws, Licensee shall, upon the written request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be

borne by the Person(s) holding the building move permit, unless otherwise required by applicable law or regulation.

SECTION 4.7 - DIG SAFE

Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L. c. 82, §40.

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

(b) Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the City to cut or move any of the wires, cable or equipment of the Cable Television System, the City shall have the right to do so without cost or liability.

(b) The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.10 – REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

SECTION 4.11 RIGHT TO INSPECTION

The Issuing Authority and/or its designee(s) shall have the right, at its sole cost and expense, to inspect the plant and equipment of the Licensee in the City at reasonable times and under reasonable circumstances for the purpose of determining compliance with the requirements of this License. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall have a representative present during such inspections.

SECTION 4.12 – PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. The Licensee shall at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.13 – PEDESTALS

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

SECTION 4.14 – SERVICE INTERRUPTIONS

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all Subscribers in the City pursuant to applicable statute or regulation.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All broadcast signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532 (Section 624 of the Cable Act), Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

SECTION 5.6 – CONTINUITY OF SERVICES

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance if practical.

SECTION 5.7 – COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service available to any commercial establishments in the City provided that said establishment(s) agrees to pay for installation, any required line extension, and monthly subscription costs as established by the Licensee.

ARTICLE 6

PEG ACCESS CHANNELS AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNELS

(a) Use of channel capacity for Public, Educational and Governmental ("PEG") Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. The PEG Access channels shall, other than provided in Section 6.1(c) below, be used exclusively as and/or for PEG Access channels and PEG Access Programming. The Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for the PEG Access Channel and PEG Access operations in accordance with applicable law. The PEG Channels shall be provided on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulations or otherwise provided by the Licensee.

(b) Licensee shall provide three (3) channels for Public, Educational, and Government ("PEG") Access, to be used for PEG Access Programming provided by the Issuing Authority and/or its designee.

(c) In the event the Issuing Authority, its designee(s) or other PEG Access User elects not to program a PEG Access Channel for a period of one hundred twenty (120) days or more, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes,

subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access users.

(d) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the City, the public schools, any organizations serving the City.

(e) The PEG Access Channels may not be used to cablecast for-profit or commercial programs in any fashion.

(f) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that signal quality, including video and audio, is maintained to FCC Technical specifications for Video Programming carried on the Cable System, including 47 CFR § 76.601 et seq., provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions.

SECTION 6.2 – PEG ACCESS PROVIDER

(a) The Access Provider shall provide services to PEG Access users and the City as follows:

(1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1, supra;

(2) Manage the annual funding, pursuant to Section 6.4 below;

(3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;

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

(5) Provide technical assistance and production services to PEG Access users;

(6) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access users, members, volunteers and community;

(8) Assist users in the production of Video Programming of interest to Subscribers and issues, events and activities; and

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

SECTION 6.3 – PEG ACCESS VIDEO RETURN LINES AND CABLECASTING

(a) During the period beginning on the Effective Date of this Renewal License until the new PEG Access video return lines (VRLs) are constructed by the Licensee and are operational, as described in Section 6.3(b) below, the Licensee shall continue to own, maintain and repair the existing PEG Access video return lines from Marlborough City Hall (140 Main Street), Marlborough High School (431 Bolton Street), Marlborough Fire Department (215 Maple Street); District Education Center (formerly Freeman School) (17 Washington Street) to the VRL hubsite located at the Access Studio (91 Main Street). The video return lines required pursuant to both this Section 6.3 (a) and to 6.3 (b) below, shall be used solely by the Issuing Authority and/or by the Access Provider, and shall be used for the one-way transmission of PEG Access video Programming, only. The PEG Access programming originating from or aggregated at the studio-based VRL hubsite shall be transmitted to the Licensee's headend over a Licensee owned fiber based link to the Licensee's headend and shall be routed by the Licensee to the designated downstream Subscriber Network PEG Access channel(s) on the Licensee's Subscriber Network at no charge to the City or Access Provider. The Licensee shall continue to provide, maintain, repair and replace all necessary switching and/or processing equipment located at its Headend in order to switch upstream signals carrying PEG Access Programming from the VRL hubsite to the designated Subscriber Network downstream PEG Access Channel.

(b) At a date no later than twelve (12) months after the Effective Date of this Renewal License, subject to force majeure (Section 14.2 below), the Licensee shall replace and newly construct fiber-based video return lines from Marlborough City Hall (140 Main Street),

Marlborough High School (431 Bolton Street) and the District Education Center (17 Washington Street) to the Access Studio (91 Main Street), including the requisite transmitters and receivers. The demarcation point between the City's and/or Access Provider's equipment and the Licensee's video return line equipment shall be at the base-band audio/video input of the Licensee's VRL equipment associated with a single VRL outlet located within each of the aforementioned buildings. A second demarcation point shall be at the input of the Licensee' VRL equipment at the Access Studio (91 Main Street) for transmission of the audio/video over the Licensee's fiber-based return line to the Licensee's Headend. The Licensee shall maintain and repair, and replace as necessary, said video return lines and related equipment. The costs for constructing, installing and maintaining, repairing and replacing said PEG Access video return lines and related equipment, which shall be the responsibility of the Licensee, may be passed through by the Licensee to Subscribers to the extent allowed by applicable law and regulations.

(c) The Issuing Authority shall have the right to construct and maintain, at its expense, PEG Access video return lines ("City Video Return Lines") including the requisite transmitters and receivers from additional municipal or Public Buildings for delivery of PEG Access video Programming to a PEG Access origination site referenced in Section 6.3(b) above or to the Access studio for PEG Access video return pursuant to said Section 6.3(b). Said Programming may be inserted by the Access Provider onto one or more of the PEG Access Channels. Any such PEG Access video return line(s) constructed and installed by the Issuing Authority shall be compatible with the Licensee's VRL equipment and the Cable System. The Issuing Authority or its designee(s) shall maintain and repair, and replace as necessary, said City Video Return Lines from additional buildings and related equipment. The costs for constructing, installing and maintaining, repairing and replacing said City Video Return Lines and related equipment, shall be the responsibility of the Issuing Authority or its designee(s).

(d) The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming pursuant to this Section 6.3.

(e) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that signal quality, including video and audio, is maintained to FCC Technical specifications for Video Programming carried on the Cable System, including 47 CFR § 76.601 et seq., provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions.

SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT

(a) The Licensee shall provide payments to the Issuing Authority for PEG Access purposes in an amount equal to four and eight hundred twenty-five one-thousandths percent (4.825%) of Gross Annual Revenues (the "PEG Access Annual Support"). Said four and eight hundred twenty five one-thousandths percent (4.825%) payments shall be made as provided herein on a quarterly basis due forty-five (45) days after the conclusion of each calendar quarter as follows: on or before each February 15th, May 15th, August 15th and November 15th. The first such quarterly payment shall be made on or before February 15, 2016 for the period of October 5, 2016 through December 31, 2016.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(m), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(m).

(c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.5– PEG ACCESS CAPITAL FUNDING

(a) The Licensee shall provide capital funding to the Issuing Authority for PEG Access equipment and/or facilities (the "PEG Access Capital Funding") in the amount of One Hundred Fifty-Six Thousand Nineteen Dollars ($156,019), which sum shall be provided within forty-five (45) days of the Effective Date; and

(b) The City and/or its designee shall own all PEG Access equipment purchased with the PEG Access Capital Funding provided pursuant to this Section 6.5. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

(c) The PEG Access Capital Funding provided herein by the Licensee shall not be counted toward: (i) the PEG Access Annual Support provided by the Licensee pursuant to Section 6.4 above;

(d) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.6 - NON-COMMERCIAL PROGRAMMING

The Issuing Authority and its designee(s) shall not use the designated PEG access channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSE

In the event a license is issued by the Issuing Authority to a competing Licensee, the Issuing Authority shall not authorize or require the competing licensee to connect its facilities or cable

system to Licensee's current Cable System for purposes of obtaining PEG Access Programming from the Licensee's PEG access channels without the prior written consent of Licensee.

SECTION 6.8 – PEG ACCESS COSTS

There shall be no charges by the Licensee to the City, its designees(s), including the Access Provider or PEG Access users for PEG Access, including the use of the PEG Access Channels.

ARTICLE 7

FRANCHISE FEES AND LICENSE FEES

SECTION 7.1 – LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City, throughout the term of this Renewal License, a License Fee equal to fifty cents ($.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

SECTION 7.2 – FRANCHISE FEE

In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of Gross Annual Revenues. Said five percent (5%) shall include the following: (i) the PEG Access Annual Support pursuant to Section 6.4, above; and (ii) any License Fee(s) that may be payable to the City and to the State pursuant to Massachusetts General Laws Chapter 166A, Section 9, and Section 7.1 above, provided, however, that said five percent (5%) shall not include the PEG Access Capital Funding pursuant to Section 6.5 above and any other exclusions to the definition of Franchise Fee provided in Section 622(g)(2) of the Cable Act.

SECTION 7.3 – PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the City throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee and 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 of general applicability which Licensee or any Affiliated Person shall be required to pay to the City, 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 Franchise Fee and License Fee payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the Franchise Fee or Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit the authority of the Issuing Authority to impose a 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 or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

SECTION 7.5 – LATE PAYMENT

In the event that the payments required pursuant to this Article 7 are not tendered to the City on or before the dates fixed herein by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 7.6 – RECOMPUTATION

(a) Tender or acceptance of any payment, including any payment of a Franchise Fee or License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, and shall occur in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the City 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 recomputation, an additional Franchise Fee, License Fee or any payment required in Article 6 of this Renewal License is owed to the City, the Licensee shall pay said amount, plus interest, to the City or its designated Access Provider within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

SECTION 7.7 – AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from the provisions of this Renewal License.

SECTION 7.8 – METHOD OF PAYMENT

All License Fee payments by the Licensee to the City pursuant to this Renewal License shall be made payable to the City and provided to the City Comptroller, unless the Licensee is otherwise notified in writing by the Issuing Authority.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the Effective Date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq.

(d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

SECTION 8.2 – RATE REGULATION

The City reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

CUSTOMER SERVICE, SUBCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 9.1 – CUSTOMER SERVICE

The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they will exist or as they may be amended from time to time attached hereto as Exhibit 9.1. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time. during the term of this Renewal License, the Licensee shall provide a full service walk-in customer service office within the City or in any municipality contiguous to Marlborough, for the purpose of receiving customer inquiries and complaints, including without limitation those regarding billing, service, installation, equipment malfunctions, answering general inquiries, and receiving or exchanging cable service equipment. Said customer service office shall be open for walk-in business Monday through Friday during Normal Business Hours. In the event that Licensee elects to relocate said customer service office to a contiguous municipality, Licensee shall make its best efforts to provide a third party payment location in the City.

SECTION 9.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations; (ii) an outage as described in section 9.2 (d) below.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 9.3 – FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9.3**.

SECTION 9.4 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9.4**, as the same may exist or be amended from time to time:

(i) Notification of its Billing Practices;

(ii) Notification of Service, Rates and Charges;

(iii) Form of Bill;

(iv) Advance Billing, Issuance of Bills;

(v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

(vi) Charges for Disconnection or Downgrading of Service;

(vii) Billing Disputes; and

(viii) Security Deposits.

SECTION 9.5 – COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

SECTION 9.6 – EMPLOYEE IDENTIFICATION CARDS

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

SECTION 9.7 – PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and State laws and regulations regarding privacy, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551), as may be amended.

(b) The Licensee shall be responsible for carrying out and enforcing the Cable 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.

SECTION 9.8 – PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and

dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

SECTION 9.9 – MONITORING

The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

SECTION 9.10 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

(c) A Subscriber or User 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 the Licensee's authorized representative. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

SECTION 9.11 – RESPECT FOR PRIVATE PROPERTY

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License.

ARTICLE 10

INSURANCE AND BONDS

SECTION 10.1 – INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, naming the City, its officers, boards, commissions, committees, agent and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars ($1,000,000). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars ($1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) Workers Compensation in the minimum amount of the statutory limit.

(d) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars ($5,000,000) umbrella form over all other insurance required by this Section 10.1.

(e) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

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

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the City may immediately suspend operations under the Renewal License.

(vi) The Licensee shall be responsible for all deductibles.

(vii) The City, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(viii) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s).

SECTION 10.2 – PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the City, throughout the term of the Renewal License, a faithful performance bond running to the City and in a form satisfactory to the

Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Twenty-Five Thousand Dollars ($25,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 12.1 and 12.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Sections 12.1 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the City pursuant to the terms and conditions of such bond. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Twenty-Five Thousand Dollars ($25,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

> It is hereby understood and agreed that this performance bond shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

SECTION 10.3 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers, contractors and subcontractors, or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify and defend the City for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the City after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the City for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the City.

ARTICLE 11

ADMINISTRATION AND REGULATION

SECTION 11.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

SECTION 11.3 – NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 11.4 – JURISDICTION/VENUE

Jurisdiction and venue over any dispute, action or suit 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.

ARTICLE 12

DETERMINATION OF BREACH - LICENSE REVOCATION

SECTION 12.1 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions 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 which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) 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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot in the reasonable opinion of the Issuing Authority 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. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that: (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee

is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

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

(ii) commence an action at law for monetary damages

(iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;

(iv) declare the Renewal License to be revoked subject to Section 12.2 below and applicable law;

(v) invoke any other lawful remedy available to the City.

(e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 12.2 – REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

SECTION 12.3 – NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the City to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

SECTION 12.4 – NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the City or 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 rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the City or of the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the City or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the City or the Licensee at any other time. In order for any waiver of the Issuing Authority, City or the Licensee to be effective, it shall be in writing.

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

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1 – GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the City any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the City Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the City to the appropriate appellate entities.

SECTION 13.2 – FINANCIAL REPORTS

(a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.

(b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

SECTION 13.3 – CABLE SYSTEM INFORMATION

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a report of the number of Basic Service Subscribers.

SECTION 13.4 – IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 8.1 of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority, but not more than once annually, the Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis); and (ii) confirmation that, under normal operating conditions, the customer will receive a busy signal less than three percent (3%) of the time.

SECTION 13.5 – SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the Cable Division of the Massachusetts Department of Telecommunications, the Licensee shall submit a completed copy of the Cable Division of the Massachusetts Department of Telecommunications Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

SECTION 13.6 – ANNUAL PERFORMANCE TESTS

Upon the written request of the Issuing Authority, the Licensee shall make available to the Issuing Authority proof of performance test data, consistent with the applicable FCC regulations set out in 47 C.F.R. §76.601 et seq.

SECTION 13.7 – QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 13.8 – DUAL FILINGS

If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 12.1 supra.

SECTION 13.9 – INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a City governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

MISCELLANEOUS

SECTION 14.1 – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 14.2 – FORCE MAJEURE

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; 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 subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event beyond the reasonable control of the Licensee

SECTION 14.3 – ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the

construction, installation, maintenance, operation or removal of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

SECTION 14.4 – NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

City of Marlborough
Attn: Mayor
Marlborough City Hall
140 Main Street
Marlborough, MA 01752

with a copy to:

City of Marlborough
Attn: City Solicitor
Marlborough City Hall
140 Main Street
Marlborough, MA 01752

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Government Relations
181 Ballardville Street
Wilmington, MA 01887

with a copy to both of the following:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Corporation
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 14.5 – RENEWAL LICENSE EXHIBITS

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

SECTION 14.6 – ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 14.7 – CAPTIONS

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

SECTION 14.8 – WARRANTIES

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

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(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, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

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

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License; and

(e) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

SECTION 14.9 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the City and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

SECTION 14.10 – CITY'S RIGHT OF INTERVENTION

The City hereby reserves to itself, and the Licensee acknowledges, the City's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

SECTION 14.11 – TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SECTION 14.12 – APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the City, Licensee, and their respective successors and assigns.

SECTION 14.13 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 6th DAY OF OCTOBER, 2016.

CITY OF MARLBOROUGH
By its Mayor:

Arthur Vigeant

Approved as to legal form:

William H. Solomon
Special Cable Counsel

COMCAST OF MASSACHUSETTS I, INC.
By:

Tracy L. Pitcher
Senior Vice President
Greater Boston Region

EXHIBIT 3.5

CABLE DROPS TO PUBLIC BUILDINGS

Public School Buildings

Marlborough Middle School	25 Union Street
Assabet Valley Technical School	215 Fitchburg Street
Marlborough High School	431 Bolton Street
Jaworek Early Childhood Center	444 Hosmer Street
Intermediate Elementary School	25 Union Street
Richer School	80 Foley Road
Kane School	520 Farm Road
District Education Center (formerly Freeman School)	17 Washington Street

Municipal Buildings

Marlborough Police Station	355 Bolton Street
Marlborough Hospital	157 Union Street
Marlborough Fire Station	215 Maple Street
Marlborough Fire Station	98 Pleasant Street
Marlborough Fire Station	260 Boston Post Road East (Route 20)
Senior Center	40 New Street
Department of Public Works	135 Neil Street
Marlborough City Hall	140 Main Street
William Street Ball Field Bldg.	177 William Street
Martino Field Bldg. at Stevens Park	22 Martin Street (Being added)

EXHIBIT 5.2
PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Foreign Language Programming; and
- Local Programming.

EXHIBIT 9.3 FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 **Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep

the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 9.4

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

(1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.

(2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

(3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

(4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

(1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

(2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

(5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

(7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

(1) The bill shall contain the following information in clear, concise and understandable language and format:

(a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

(b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;

(c) the dates on which individually chargeable services were rendered or any applicable credits were applied;

(d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

(e) the amount of the bill for the current billing period, separate from any prior balance due;

(f) The date on which payment is due from the subscriber.
(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
(a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
(c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

(1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
(2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
(3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

(1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
(2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
(3) The following provisions shall apply to the imposition of late charges on subscribers:
(a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
(b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
(c) No late charge may be assessed on the amount of a bill in dispute.
(4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
(5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
(6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

(1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
(a) A subscriber requests total disconnection from cable service; or
(b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

(1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
(2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
(3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
(5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 13.5

FORM 500

Please see attached.

Form 500 Complaint Data - Paper Filing

City/Town:

Filing Year:

Number of Subscribers:

Cable Company:

Address:

Address:

Contact:

Phone: **E-Mail:**

Avgerage Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

Manner of Resolution: A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

Form 500 Service Interruption Data - Paper Filing

City/Town:

Filing Year:

Number of Subscribers:

Cable Company:

Address:

Address:

Contact:

Phone: **E-Mail:**

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

Date Service Interruption Begin	Average Resolution Time: (see Code Key above)	Estimated # of Subscribers Affected