CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS/NEW HAMPSHIRE, LLC.

THE BOARD OF SELECTMEN

TOWN OF MEDWAY,

MASSACHUSETTS

JULY 14, 2008

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AGREEMENT

This Cable Television Renewal License entered into this 14th day of July, 2008, by and between Comcast of Massachusetts/New Hampshire, LLC ("Comcast") and the Board of Selectmen of the Town of Medway, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Medway, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Medway; and

WHEREAS, the Issuing Authority conducted public hearings, pursuant to Section 626 of the Cable Act, on March 7, 2007 and March 14, 2007 to (1) ascertain the future cable related community needs and interests of Medway, and (2) review the performance of Comcast during its current license term; and

WHEREAS, Comcast submitted a proposal for renewal dated September 13, 2007.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

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.

(1) Access: The right or ability of any Medway resident and/or any persons affiliated with a Medway institution to use designated PEG Access facilities, equipment and/or Licensee-owned channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A Licensee-owned channel which the Licensee shall make available to the Town of Medway and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, as designated by the Issuing Authority from time to time, responsible for operating and managing public, educational and governmental PEG Access funding, equipment and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: Another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(6) CMR: The acronym for Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996), as may be amended from time to time.

(8) Cable Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.

(9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable, or any successor agency.

(10) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services.

(11) Cable Television System or Cable System: A facility, 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 Town, 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 the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(13) Complaint: As it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(14) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(15) Department of Public Works or DPW: The Department of Public Works of the Town of Medway, Massachusetts.

(16) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(17) Drop: The cable that connects an outlet to the Cable System or the Institutional Network.

(18) Educational Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority or its designee(s) for use by, among others, educational

institutions and/or educators wishing to present non-commercial educational Programming and/or information to the public.
(19) Effective Date of the Renewal License (the "Effective Date"): July 14, 2008.

(20) FCC: The Federal Communications Commission, or any successor agency.

(21) Government Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority for use by, among others, those Persons and/or the Access Corporation wishing to present non-commercial governmental Programming and/or information to the public.

(22) Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest earned on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate'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 or indirectly 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 License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off; 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.

(23) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(24) Hub or Hub Site: A sub-Headend, generally located within a cable television community, owned, operated and maintained by the Licensee, use of which may include, but not be limited to, (i) Signal processing or switching or (ii) placement of a fiber node or microwave link or transportation super trunk.

(25) Institutional Network ("I-Net"): The Licensee-owned network connecting Town buildings and schools, for the exclusive non-commercial use of the Town, its departments and/or its designees.

(26) Issuing Authority: The Board of Selectmen of the Town of Medway, Massachusetts, pursuant to M.G.L. 166A.

(27) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.
(28) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Medway or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(29) Licensee: Comcast of Massachusetts/New Hampshire, LLC. ("Comcast") or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(30) Normal Business Hours: Those hours during which most similar businesses in Medway 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.

(31) Origination Capability or Origination Point: An activated Outlet and connection allowing a User(s) to transmit a Signal(s) to a designated location.

(32) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(33) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or group-of-channels basis.

(34) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(37) PEG Access Channels: Any Licensee-owned channel(s) made available for the presentation of PEG Access Programming.

(38) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(39) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(40) Public Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority or its designee(s) for use by, among others, Medway residents, organizations and/or the Access Corporation wishing to present non-commercial Programming and/or information to the public.

(41) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(42) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(43) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter, or another Licensee-enabled decoding device.

(44) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(45) State: The Commonwealth of Massachusetts.

(46) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(47) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(48) Town: The Town of Medway, Massachusetts.

(49) Town Counsel: The Town Counsel of the Town of Medway, Massachusetts.

(50) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(51) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(52) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(53) Video Programming or Programming: 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 Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Medway, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Medway.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all lawful Town, State and federal statutes and by-laws of general application, as all may be amended, from time to time.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Medway within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Medway. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any special laws or Town by-laws and/or regulations enacted hereafter. The Licensee reserves the right to appeal any such dispute in a court of competent jurisdiction.

Section 2.2 --- **TERM OF RENEWAL LICENSE**

The term of this Renewal License shall be a ten (10) year term, commencing on July 14, 2008 and expiring on July 13, 2018, unless sooner terminated as provided herein.

Section 2.3 --- **NON-EXCLUSIVITY OF RENEWAL 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 Town of Medway, or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town 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 not be on terms more favorable or less burdensome than those contained in this Renewal License. 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. The Issuing Authority shall convene said hearing within forty-five (45) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. 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 in order to justify its belief.

(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.

(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 there under.

Section 2.4 --- **POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations, and any by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

Section 2.5 --- **REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License, by passage of time or otherwise, unless (1) the Licensee has had its license renewed for another term, or (2) the Licensee transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6 --- **TRANSFER OF THE RENEWAL LICENSE**

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed 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 or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment 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.

(b) Subject to applicable law, in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/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 Town in and to the Streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall submit to the Issuing Authority 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 by mutual consent of the parties, in accordance with applicable law.

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

Section 2.7 --- **EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License and shall be subject to Section 11.1 infra and Section 11.2 infra.

(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 Town.

ARTICLE 3

SYSTEM DESIGN

Section 3.1---**SUBSCRIBER NETWORK**

(a) The Licensee shall continue to operate and make available to all residents of the Town its existing 750 MHz Subscriber Network.

(b) The Licensee shall transmit all of its Signals to Medway Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.2---**INSTITUTIONAL NETWORK**

(a) From the Effective Date until May 1, 2009 and consistent with the timelines in Section 6.7(b) supra, the Licensee shall continue to operate, maintain and repair its existing, separate I-Net to be utilized by the Town, its designees, and/or the Licensee. The Licensee shall make available to the Town seven (7) Upstream Channels and seven (7) Downstream Channels on the I-Net, for the exclusive use of the Town and its designees. Said channels shall continue to be capable of distributing audio and video I-Net Signals between the designated buildings on the I-Net. The I-Net shall be interconnected with the Licensee's Subscriber Network at its Headend, Hub Site or other location at the discretion of the Licensee in order to permit simultaneous two-way video and audio Signal transmissions between the designated buildings on the I-Net. No later than May 1, 2009, the Town and/or the Access Corporation shall be able to originate PEG Access Programming pursuant to Section 6.7 infra.

(b) The I-Net shall be capable of transmitting Signals between the Town buildings and other institutions specified in **Exhibit 1**, attached hereto ("I-Net Buildings"). Designated Users shall be able to transmit said Signals to other I-Net Buildings using a modulator or other necessary equipment, provided by the Town.

(c) The Issuing Authority and/or its designees shall only use the I-Net for municipal and/or educational purposes and not for sale or lease for non-municipal uses. The Town shall be responsible for all end user and switching equipment and the repair and/or replacement of said equipment.

(d) Consistent with Section 3.2(a) above, t he Licensee shall have the sole responsibility for maintaining the I-Net until no later than May 1, 2009 except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

(e) In the event that there are technical problems with the I-Net, excluding (1) any devices, hardware or software not under the control or ownership of the Licensee and/or (2) equipment installed by the Town or other User, the Licensee shall resolve the technical problem within a reasonable amount of time. Should a technical problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem.

Section 3.3---**EMERGENCY ALERT SYSTEM**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.4---**PARENTAL CONTROL CAPABILITY**

The Licensee shall comply with all requirements of federal law(s) and regulations governing Subscribers' capability to control the reception of any channels being received on their television sets.

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1 --- **SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The Licensee shall make its Cable Service available to all residential households in the Town, unless legally or otherwise prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by an owner(s) of private property or multiple dwelling units. Availability of Cable Service is subject to installation charges.

(b) Installation charges shall be non-discriminatory except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when the Licensee is engaged in marketing promotions. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2 --- **LOCATION OF CABLE TELEVISION SYSTEM**

The Licensee shall operate and maintain the Cable Television System within the Town of Medway. Licensee-owned 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 Licensee-owned poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3 --- **UNDERGROUND FACILITIES**

(a) In the areas of the Town in which telephone lines and electric utility lines are, 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, unless the Town and the Licensee mutually agree in writing not to place said facilities underground. At such times that 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 Town.

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

Section 4.4 --- **SAFETY STANDARDS**

The Licensee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration (OSHA) regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code the rules and regulations of the Cable Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.5 --- **PEDESTALS**

In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment shall be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s), unless the Licensee is otherwise permitted to use such Pedestals for non Cable Service(s) use pursuant to applicable law(s).

Section 4.6 --- **CONSTRUCTION MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of all Cable System plant. Upon the written request of the Issuing Authority, if changes are made in the Cable System, the Licensee shall file updated strand maps not more than once annually, not later than thirty (30) days after each such request.

Section 4.7 --- **SERVICE INTERRUPTION**

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.

Section 4.8 --- **COMMERCIAL ESTABLISHMENTS**

The Licensee may make Cable Service(s) available to any commercial establishments in the Town.

Section 4.9 --- **"DIG SAFE"**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 --- **BASIC SERVICE**

The Licensee shall make available a Basic Service to all Subscribers in the Town pursuant to applicable statute or regulation.

Section 5.2 --- **PROGRAMMING**

(a) Pursuant to federal law, all Programming decisions are at the sole discretion of the Licensee, which Programming may be subject to change from time to time.

(b) Pursuant to applicable laws and/or regulations, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Medway Programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3 --- **CONTINUITY OF SERVICE**

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

Section 5.4---**DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) The Licensee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Basic Service, at no charge to the Town, to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in **Exhibit 2**, attached hereto and made a part hereof, and any other public buildings and public schools along the Cable System plant route as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Basic Service and related maintenance.

(b) The Licensee shall supply one (1) non-addressable Converter for each Outlet, without charge to the Town, if required for the reception of monthly Basic Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such an Outlet, prior to any such installation. The Licensee shall install any newly requested Outlets within sixty (60) days of any such requests from the Issuing Authority, weather permitting.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1 --- **PEG ACCESS CORPORATION**

The Access Corporation shall continue to provide services to PEG Access Users and the Town, as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.2 below;

(2) Manage PEG Access annual funding, pursuant to Section 6.3 below;

(3) Purchase, maintain and/or lease PEG Access equipment, with the funds allocated for such purposes in Section 6.4 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, in accordance with available funding;

(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;

(8) Assist Users in the production of PEG Access Programming of interest to Subscribers and focusing on Town issues, events and activities; and

(9) Accomplish and perform all such other tasks as appropriate and necessary, as may be authorized by its Board of Directors.

Section 6.2 --- **PEG ACCESS CHANNELS**

(a) The Licensee shall continue to make available to the Issuing Authority and/or its designee(s) three (3) Subscriber Network Downstream Channels for Medway PEG Access purposes.

(b) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers, without charge to the Town, the Access Corporation and/or PEG Access Users, and shall be subject to the control and management of the Issuing Authority, or its designee(s).

(c) While the Licensee retains sole discretion for channel placement, the Licensee shall attempt to minimize the number of PEG Access Channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, without the advance, written notice to the Issuing Authority

(d) Said PEG Access Channels shall be maintained and made available by the Licensee at no charge to the Town, the Access Corporation and/or Users.

(e) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Medway Public School Department and/or the Access Corporation, and shall be subject to the control and management of the Issuing Authority, and/or its designee(s).

Section 6.3 --- **ANNUAL SUPPORT FOR PEG ACCESS PROGRAMMING**

(a) The Licensee shall provide annual funding to the Issuing Authority and/or the Access Corporation, for PEG Access purposes, equal to four percent (4%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(22) supra. Said payments shall be used for, among other things, salary, staffing, equipment, operating and other related expenses connected with PEG Access Programming and operations.

(b) Said four percent (4%) PEG Access payments shall be made to the Issuing Authority and/or the Access Corporation, as directed to the Licensee by the Issuing Authority in writing, on the following calendar year quarterly basis:

+ Quarter 1	January, February and March	due May 15th
+ Quarter 2	April, May and June	due August 15th
+ Quarter 3	July, August and September	due November 15th
+ Quarter 4	October, November and December	due February 15th.

(c) The first payment to the Issuing Authority under Section 6.3(a) shall be made no later than November 15, 2008, and shall constitute four percent (4%) of the Licensee's Gross Annual Revenues for the period beginning on the Effective Date of this Renewal License through September 30, 2008. Thereafter, payments shall be made in accordance with Section 6.3(b) above. The final payment to the Issuing Authority under Section 6.3(a) shall be made no later than November 15, 2018, and shall constitute four percent (4%) of the Licensee's Gross Annual Revenues for the period of July 1, 2018 through July 13, 2018.

(d) The Licensee shall file with the quarterly payment under Section 6.3(a) above a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding reporting period, as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 3.** Should the Licensee's quarterly payment

to the Issuing Authority be less than the amounts required in Section 6.3(a) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than its subsequent quarterly payment. Said statement shall include all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(e) In no case shall said four percent (4%) payment pursuant to paragraph (a) above include (i) the equipment/facilities funding required by Section 6.4 below, and/or (ii) any other fees or payments required by applicable law, pursuant to Section 7.1(c) infra. The four percent (4%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(f) There shall be no charges to the Town, the Access Corporation and/or PEG Access Users for said PEG Access annual funding.

(g) Any late fee payments to the Town or the Access Corporation pursuant Section 7.4 infra shall not be deemed to be part of the funding to be paid to the Town or the Access Corporation pursuant to Section 6.3(a) herein and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.4 --- **PEG ACCESS EQUIPMENT/FACILITIES FUNDING**

(a) The Licensee shall provide annual funding to the Issuing Authority and/or the Access Corporation in the amount of one percent (1%) of its Gross Annual Revenues until such time that such payments total One Hundred and Sixty-One Thousand Dollars ($161,000.00). After said total payments of $161,000.00 have been provided to the Issuing Authority and/or the Access Corporation, said one percent (1%) funding payments herein shall no longer be required. Said funding shall be used for PEG Access equipment and facilities purposes.

(b) Said one percent (1%) PEG Access equipment payments shall be made to the Issuing Authority and/or the Access Corporation, as directed to the Licensee by the Issuing Authority in writing, on the following calendar year quarterly basis:

+ Quarter 1	January, February and March	due May 15th
+ Quarter 2	April, May and June	due August 15th
+ Quarter 3	July, August and September	due November 15th
+ Quarter 4	October, November and December	due February 15th.

(c) The first payment to the Issuing Authority under Section 6.3(a) shall be made no later than November 15, 2008, and shall constitute one percent (1%) of the Licensee's Gross Annual Revenues for the period beginning on the Effective Date of this Renewal License through September 30, 2008. Thereafter, payments shall be made in accordance with Section 6.3(b) above until such time as the Licensee has provided payments totaling $161,000.00, as referenced in paragraph (a) above.

(d) Under no circumstances shall said equipment/facilities payments required herein be counted against (i) the annual funding payable to the Issuing Authority or its designee(s) pursuant to Section 6.3 supra, and/or (ii) the License Fees payable to the Town pursuant to Section 7.1 infra.

(e) To the extent permitted by, and in accordance with, applicable law, the Licensee shall be allowed to recover the costs of the PEG Access Equipment funding required hereunder and any other costs arising from the provision of PEG Access services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

Section 6.5 --- **PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the three (3) PEG Access Channels for technical quality to ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels, in accordance with applicable FCC Technical Standards; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The Access Corporation shall be responsible for the production quality of all PEG Access Programming.

Section 6.6 --- **CENSORSHIP**

Neither the Issuing Authority, the Town or the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.7 --- **ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, than transmitted from any location, identified in paragraph (b) below, to the Headend or Hub, on one of the Upstream Channels made available, without charge, to the Town for its use. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels.

(b) No later than May 1, 2009, the Licensee shall provide Origination Capability from and at the following Origination Points in the Town

(1) Town Hall: 155 Village Street;
(2) High School/Access Corporation: 88 Summer Street;
(3) Middle School: 45 Holliston Street;
(4) Senior Center: 76 Oakland Street;
(5) Medway Community Church: 193 Main Street; and
(6) Public Library: 26 High Street.

(c) It shall be the Licensee's sole responsibility to ensure that said PEG Access Programming is properly switched, either manually or electronically, to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town or the Access Corporation for such switching responsibility. 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 6.7.

(d) The Licensee shall provide and maintain all necessary switching and/or processing equipment located at its Hub Site or Headend in order to switch Upstream Signals carrying PEG Access Programming from the locations listed in Section 6.7(b) herein to the designated Subscriber Network Downstream PEG Access Channel.

(e) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite audio or video Signal processing equipment. The Town and/or the Access Corporation shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Licensee's equipment and the Town's or the Access Corporation's equipment shall be at the output of the Town's and/or the Access Corporation's modulator(s) at any of the **Exhibit 1** I-Net Buildings through May 1, 2009 and at any of the Origination Points in Section 6.7(b) herein for the remainder of the Renewal License term.

Section 6.8---**ACCESS CORPORATION ANNUAL REPORT AND FINANCIAL STATEMENTS**

Not more than once annually, upon the written request of the Licensee to the Issuing Authority, the Issuing Authority shall provide a copy to the Licensee of the Access Corporation's (i) Annual Report (Form PC) filed with the Attorney General's Office and (ii) year-end audited Financial Statements.

ARTICLE 7

LICENSE FEES

Section 7.1 --- **LICENSE FEE PAYMENT**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents ($.50) per Subscriber per year, or such other amount required by applicable law.

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include PEG Access annual funding pursuant to Section 6.3 herein and applicable State and local License Fees pursuant to M.G.L. 166A, Section 9, but shall not include the following: (i) the PEG Access equipment and facilities funding pursuant to Section 6.4; (ii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (iii) any interest due herein to the Issuing Authority and/or the Access Corporation because of late payments.

Section 7.2 --- **PAYMENT**

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3 --- **OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

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

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any 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 System.

(c) The term "franchise fee" shall have the meaning defined in Section 622 of the Cable Act.

Section 7.4 --- **LATE PAYMENT**

In the event that the payments required under Section 7.1, Section 6.3 and/or 6.4 are not tendered on or before the dates fixed in each of said sections, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5---**RECOMPUTATION**

(a) Tender or acceptance of any payment required in Article 6 and/or by Section 7.1 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 this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than three (3) years after each License Fee payment is tendered.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have twenty-one (21) days to provide the Issuing Authority 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 fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required License Fee payment to the Town, without interest charges of any kind.

Section 7.6---**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 Services provided to Medway.

Section 7.7---**METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

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

(b) At the time of initial solicitation or installation of 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.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

In accordance with applicable law(s), 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, in accordance with applicable law(s).

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---**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, upon written request, but not more than annually, copies of the certificates of insurance for the following policies:

(1) A general commercial liability policy naming the Town, its officers, boards, commissions, agents 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 or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars ($1,000,000.00) for injury or death to any one Person in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars ($1,000,000.00) for damage to the property of any one Person in any one occurrence.

(3) A general liability policy with excess liability of Five Million Dollars ($5,000,000.00), in umbrella form.

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

(a) One Million Dollars ($1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars ($1,000,000.00) for bodily injury and consequent death to any one Person; and

(c) Five Hundred Thousand Dollars ($500,000.00) for property damage per occurrence.

(5) Worker's Compensation in the minimum amount of the statutory limit.

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

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

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

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

(d) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

Section 9.2---**PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars ($50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(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 Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, in accordance with Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the $50,000.00 required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

Section 9.3---**REPORTING**

Upon the written request of the Issuing Authority and no more than once annually, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding all insurance policies and the performance bond required herein.

Section 9.4---**INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under

'he Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder provided that the Issuing Authority shall give to the Licensee ten (10) days written notice of its obligation to indemnify and defend the Issuing Authority for which indemnification is sought.

Section 9.5---**NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and the performance bon required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are 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 policy (or 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.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---**REGULATORY AUTHORITY**

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television 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. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

(b) The Licensee shall meet with the Advisory Committee in public meetings, as scheduled by the Advisory Committee after reasonable notice, and consideration of the Licensee's availability, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well.

Section 10.2---**PERFORMANCE EVALUATION HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing not more than once during each twelve (12) month period during this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance to the terms and conditions of this Renewal License. The Issuing Authority shall provide the Licensee with twenty-one (21) days advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

Section 10.3---**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 Town, 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. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---**EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so 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 10.5---**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 Town the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.6---**INSPECTION**

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment of the Licensee in the Town at reasonable times and under reasonable circumstances. 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 notice to the Licensee. The Licensee shall be responsible for having a representative present during such inspections. Any inspection requested by the Town shall be without charge(s) to the Licensee.

Section 10.7---**JURISDICTION AND VENUE**

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this 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 11

DETERMINATION OF BREACH-LICENSE REVOCATION

Section 11.1---**DETERMINATION OF BREACH**

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 (Section 15.8), 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 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 twenty-one (21) 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 and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not Licensee is in default of any provision of the Renewal License and issue to the Licensee a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(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 9.2 herein;

(iv) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

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

Section 11.2---**REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law, 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 11.3---**TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.4---**NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town 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 11.5---**NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the Town 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 Issuing Authority, the Town or 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 Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority, the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, the Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority, the Town or the Licensee 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, the Town or the Licensee 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 other party.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---**CUSTOMER SERVICE OFFICE**

(a) For the entire term of this Renewal License, the Licensee shall operate a customer service office in the Town or in a municipality contiguous to the Town, for the purpose of, among other things, (i) receiving customer payments; (ii) returning or exchanging equipment; and (iii) answering inquiries and resolving Complaints. Said office shall be open on a full-time basis during Normal Business Hours, as defined herein.

(b) In the event that the Licensee no longer operates a customer service office in the Town or in a municipality contiguous to the Town, the Licensee shall forthwith establish and commence operating a full-time customer service office in the Town., but in no case later than six (6) months after ceasing to operate such an office in a municipality contiguous to the Town.

(c) There shall be no charges to the Issuing Authority and/or the Town in connection with the operation of said customer service office in the Town.

Section 12.2 --- **TELEPHONE ACCESS**

(a) The Licensee's call center shall have a publicly listed toll-free telephone number for its Medway Subscribers, unless required otherwise to be a local telephone number or connection by applicable law.

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), 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 percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(c) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer call centers are open for business, measured on a quarterly basis, under Normal Operating Conditions.

(d) The Licensee shall 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.

Section 12.3---**CUSTOMER SERVICE CALL CENTER**

(a) The Licensee shall maintain and operate a customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4--**INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall provide Cable Service(s) to Medway residents who request Service within seven (7) working days of said request, provided that said request is for a standard aerial installation pursuant to Section 4.1(b) supra.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice as to whether said installation visit or service call will occur in the appointed morning, afternoon or, if applicable, evening time blocks. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee.

(c) A request for Service received after Normal Business Hours, shall be responded to the next business day.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours to address (i) any emergency situations, (ii) a number of similar Complaint calls; and/or (iii) a number of calls coming from the same area.

(e) 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 within a one hour timeframe, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall respond to all requests for service or repair that are received during Normal Business Hours on a first-come, first serve basis. All of such requests shall be handled on the same day, if possible, but in all instances, requests for service calls shall be responded to within twenty-four (24) hours of said original call Monday-Friday. Verification of the problem and resolution shall occur promptly.

(g) The Licensee shall remove all Subscriber Drop Cables, within ten (10) days of receiving a request from a Subscriber to do so.

Section 12.5---**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.

Section 12.6---**BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information pursuant to 207 CMR 10.00 et seq. as the same may exist or be amended from time to time:

(i) Notification of its Billing Practices;

(ii) Notification of Services, 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 12.7---**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 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 ten (10) 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, if any, 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. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a 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. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(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 any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8---**REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---**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 wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10---**PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) 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 12.11---**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 12.12---**MONITORING**

(a) Unless otherwise required by a court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy all personally identifiable if such information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13---**DISTRIBUTION OF SUBSCRIBER INFORMATION**

(a) In accordance with applicable law, the Licensee and its agents and/or employees shall not disclose personal identifiable information concerning a Subscriber without prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service provided by the Licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed.

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other Service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other Service provided by the Licensee, and/or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.14---**POLLING BY CABLE**

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 12.15---**INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.16---**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. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.17---**PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall periodically review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended by agreement of the Issuing Authority and 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 promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this 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 Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---**FINANCIAL REPORTS**

(a) In accordance with applicable law, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with a financial balance sheet and statement of ownership which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Licensee's authorized financial representative.

(b) The Licensee shall also provide any other report required by State and federal law.

Section 13.3---**CABLE SYSTEM INFORMATION**

Upon written request or as required by applicable law, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include the number of Basic Service Subscribers, pursuant to applicable law.

Section 13.4---**IN-HOUSE TELEPHONE REPORTS**

Not more than twice per year, unless otherwise agreed to be the parties hereto, in order to establish the Licensee's compliance with Section 12.2 and Section 12.5 herein, the Licensee shall provide, upon the written request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

Section 13.5---**ANNUAL PERFORMANCE TESTS**

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.6---**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), on either the Subscriber Network or the I-Net, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after written notice for the same.

Section 13.7---**DUAL FILINGS**

If requested in writing, the Licensee or the Issuing Authority shall make available to one another copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 above.

Section 13.8---**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 Town governmental agency.

ARTICLE 14

EMPLOYMENT

Section 14.1--- **EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

Section 14.2---**NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---**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 orally but only by an instrument in writing executed by the parties.

Section 15.2---**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 captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---**SEPARABILITY**

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4---**ACTS OR OMISSIONS OF AFFILIATES**

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

Section 15.5---**RENEWAL LICENSE EXHIBITS**

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

Section 15.6---**WARRANTIES**

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

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

(ii) 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 Effective Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

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

(v) 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 15.7---**FORCE MAJEURE**

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; environmental restrictions; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Issuing Authority, the Town or the Licensee; and any other matters beyond the reasonable control of the Issuing Authority, the Town or the Licensee.

Section 15.8---**REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device (A/B and/or antenna switch) to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---**SUBSCRIBER TELEVISION SETS**

Pursuant to MGL 166A §5(d)), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---**APPLICABILITY OF RENEWAL LICENSE**

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

Section 15.11---**NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town Hall, 155 Village Street, Medway, Massachusetts 02053, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Counsel. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses or such other address(es) as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

Comcast Cable Communications, Inc.
Attn: Vice President of Government & Community Relations
55 Concord Street
North Reading, Massachusetts 01864

with one (1) copy to:

Comcast Cable Communications, Inc.
Attn: Vice-President of Government Relations
676 Island Pond Road
Manchester, New Hampshire 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
1500 Market Street
Philadelphia, PA 19102

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---**NO RECOURSE AGAINST THE ISSUING AUTHORITY**

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

Section 15.13---**TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves the 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 in an appropriate forum, pursuant to applicable law.

Section 15.14---**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.

EXHIBITS

EXHIBIT 1

INSTITUTIONAL NETWORK BUILDINGS

(1) Town Hall: 155 Village Street
(2) Department of Public Works: 1 Broad Street Ext.
(3) Police Station: 315 Village Street
(4) Fire Station: 44 Milford Street, Route 109
(5) Burke/Memorial Schools: Legion Avenue/20 Cassidy Lane
(6) High School/Access Corporation Studio: 88 Summer Street
(7) Public Library: 26 High Street
(8) North School (McGovern School): 9 Lovering Street
(9) Medway Community Church: 193 Main Street
(10) New Senior Center: 76 Oakland Street
(11) Housing Authority: Mahan Circle
(12) Medway Middle School- 45 Holliston Street

EXHIBIT 2

DROPS AND MONTHY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

The following public buildings and schools shall receive a Drops and/or Outlet and monthly Basic Service at no charge:

(1) Town Hall: 155 Village Street
(2) Department of Public Works: 1 Broad Street Extension
(3) Police Station: 315 Village Street
(4) Fire Station: 44 Milford Street, Route 109
(5) Burke/Memorial Schools: Legion Avenue/20 Cassidy Lane
(6) High School/Access Corporation Studio: 88 Summer Street
(7) Public Library: 26 High Street
(8) North School: (McGovern School): 9 Lovering Street
(9) Medway Community Church: 193 Main Street
(10) New Senior Center: 76 Oakland Street
(11) Housing Authority: Mahan Circle
(12) Middle School-45 Holliston Street

EXHIBIT 3

SECTION 6.3 GROSS ANNUAL REVENUES REPORTING FORM

Company: ***Comcast of Massachusetts/New Hampshire/Ohio, Inc.***

Municipality: ***Medway***

Quarterly Revenue Period: _____ Calendar Year: _____

Composition of Total Revenues Subject to License Fee:

Revenue Adjustment (specify)

	Totals
Totals by Service:	
Basic Service Revenue	$ [enter amount]
Pay Service Revenue[1]	$ [enter amount]
Other Unregulated Revenue[2]	$ [enter amount]
Digital Revenue	$ [enter amount]
Subtotal:	**$ [enter subtotal]**
Totals by Non Service:	
Home Shopping Revenue	$ [enter amount]
Advertising Revenue	$ [enter amount]
Leased Access Revenue	$ [enter amount]
Franchise Fees	$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	$ [enter amount]
Subtotal:	**$ [enter subtotal]**
Total Gross Revenue	$ [enter total]
Franchise Fee 4%	$ [enter % of total]
Fee-on-Fee 4%	$ [enter % of %]
Franchise Fee Due	$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.
2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

_____

Date: _____

EXHIBIT 3

SECTION 6.4
GROSS ANNUAL REVENUES CAPITAL PAYMENT REPORTING FORM

Company: ***Comcast of Massachusetts/New Hampshire/Ohio, Inc.***

Municipality: ***Medway***

Quarterly Revenue Period: _____ Calendar Year: _____

Composition of Total Revenues Subject to License Fee:

Revenue Adjustment (specify)

	Totals
Totals by Service:	
Basic Service Revenue	$ [enter amount]
Pay Service Revenue[1]	$ [enter amount]
Other Unregulated Revenue[2]	$ [enter amount]
Digital Revenue	$ [enter amount]
Subtotal:	**$ [enter subtotal]**
Totals by Non Service:	
Home Shopping Revenue	$ [enter amount]
Advertising Revenue	$ [enter amount]
Leased Access Revenue	$ [enter amount]
Franchise Fees	$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	$ [enter amount]
Subtotal:	**$ [enter subtotal]**
Total Gross Revenue	$ [enter total]
Capital Payment 1%	$ [enter % of total]
Fee-on-Fee 1%	$ [enter % of %]
Franchise Fee Due	$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.
2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

_____

Date: _____

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Medway, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts/New Hampshire, LLC, this 14th day of July, 2008.

The Town of Medway, MA

Chairman

BY: The Medway Board of Selectmen,
as Issuing Authority

Comcast of Massachusetts/New Hampshire, LLC

Kevin Casey
President
NorthCentral Division