RENEWAL

CABLE TELEVISION LICENSE

FOR

THE TOWN OF SCITUATE,

MASSACHUSETTS

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SCITUATE RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee") is the duly authorized holder of a renewal license to operate a Cable System in the Town of Scituate, Massachusetts (hereinafter the "Town"), said license having originally commenced on September 6, 1998, as originally issued to MediaOne of Massachusetts, Inc;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated June 5, 2006 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and Licensee filed a renewal proposal dated May 5, 2008;

WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment to ascertain the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;

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

WHEREAS, the Board of Selectmen, as the Issuing Authority, finds that the renewal of Licensee's license is appropriate, based on its renewal proposal and successful and mutual resolution of compliance-related matters under its current license, with resolution of compliance related matters being the adoption of this renewal license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions, as set forth herein.

ARTICLE 1

DEFINITIONS

Section 1.1 – DEFINITIONS

For the purpose of this Renewal License, the following capitalized terms, abbreviations, words, phrases and their derivations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein. The word "shall" is always mandatory and not merely directory.

Access Channel: A Licensee-owned Channel which Licensee makes available to the Issuing Authority and/or the Access Corporation, without charge, for the purpose of transmitting non-commercial Programming by members of the public, Town departments and agencies, public schools and educational, institutional and other organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein.

Access Corporation or Access Provider: The entity designated by the Issuing Authority, from time to time, for the purpose of operating and managing Public, Educational and/or Government Access funding, equipment and Channels on the Cable Television System in accordance with this Renewal License and 47 U.S.C. 531.

Affiliate: Another person that owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

Basic Service: Any Service tier which includes the retransmission of local television broadcast signals, in accordance with the Cable Act.

Cable Communications Policy Act of 1984 ("Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

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 or use of such Programming which Licensee may make available to Subscribers generally, in accordance with the Cable Act.

Cable System or Cable Television 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; or (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.

Channel: A portion of the electromagnetic frequency spectrum, which is used in Licensee's Cable System and which is capable of carrying a television channel.

CMR: Code of Massachusetts Regulations.

Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

Division: The Massachusetts Cable Television Division of the Department of Telecommunications and Cable (DTC).

Downstream Channel: A Channel over which Signals travel from the Cable System headend to an authorized recipient of Programming.

Drop: The cable that connects each home or building to the feeder line of the Cable System.

Effective Date: - November 5, 2008.

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

Franchise Fee or License Fee: The payments to be made by the Licensee to the Town or its PEG access designee(s), which shall have the meaning set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, §9.

Gross Annual Revenues: Revenue received by the Licensee from the operation of the Cable System in the Town for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; converter, remote control and other equipment rentals, and/or leases and/or sales. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System for the provision of Cable Service 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. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons received from the operation of the Cable System for the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to the operation of the Cable System for the provision of Cable Service. Gross Annual Revenues shall not include fees on Subscriber fees, any fee, tax or assessment imposed or assessed on services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting Principles; 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.

Issuing Authority: The Board of Selectmen of the Town of Scituate, Massachusetts.

Leased Access Channel: A video Channel(s) which the Licensee makes available pursuant to 47 U.S.C. 532.

Licensee: Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this License.

Multichannel Video Programming Distributor: Shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by customers, multiple channels of Video Programming.

Normal Business Hours: As defined in 47 CFR 76.309 to be those hours during which most similar businesses in the Town are open to serve Subscribers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

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

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

Public Building: Those buildings owned or leased by the Issuing Authority for municipal government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which municipal government employees are not regularly stationed.

Public, Educational and Government ("PEG") Access Channel: A specific Licensee-owned Channel(s) on the Cable System made available by the Licensee to the Issuing Authority, or its designees, Scituate Public Schools and/or educators wishing to present non-commercial public, educational and governmental Programming and/or information to the public, subject to Article 6 herein..

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways within or belonging to the Town now or hereafter existing, or other public right-of-way, including, but not limited to, compatible public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any compatible easement now or hereafter held by the Issuing Authority within the Town of Scituate for the purpose of public travel and/or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and

meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. 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 without applicable legally required permits, 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.

Renewal License or License: Means this agreement and any amendments or modifications in accordance with the terms herein.

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

Subscriber: Means a Person or user of the Cable System who lawfully receives Cable Service with the Licensee's express permission.

Subscriber Network: Means the trunk and feeder Signal distribution network over which video and audio Signals are transmitted to Subscribers.

Transition Date: no later than December 31, 2008.

Town: The Town of Scituate, Massachusetts.

Upstream Channel: A Channel over which Signals travel from an authorized location to the Licensee's Cable System headend.

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

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and in compliance with all rules and regulations of the FCC and the Division in force and effect during the period for which this Renewal License is granted, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable System within the Public Way and the corporate limits of the Town. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

Section 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public Ways of the Town within its municipal boundaries and subsequent additions thereto for the purpose of Cable System reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services.

Section 2.3 – APPLICABLE LAW

This License is granted under, in compliance with and subject to Chapter 166A of the Massachusetts General Laws and all other lawful general laws and lawful acts of the Massachusetts Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the FCC, as amended, and in compliance with and subject to all

other generally applicable municipal, state and federal laws in force and effect during the period for which this License is granted.

Section 2.4 - TERM OF RENEWAL LICENSE

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on November 6, 2008 and shall terminate at midnight on November 5, 2008.

Section 2.5 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]

Pursuant to M.G.L.c. 166, §22-25, permission is hereby granted to the Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities and provided that in those situations where a new grant of location is required, Licensee shall obtain a grant of location, to the extent required by law. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities in the Public Ways.

Section 2.6- RENEWAL [SEE M.G.L.c. 166A §13]

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

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

Section 2.7 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by M.G.L.c. 166A, Section 7, and the regulations of the Division promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed. Such consent

shall be given only after a public hearing upon a written application and forms therefore as provided by the Division and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of this License shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) The Licensee shall submit to the Issuing Authority the license transfer application, including any forms required by state or federal law. Upon written request, the Licensee shall submit up to four (4) copies to the Issuing Authority. Unless otherwise allowed by applicable law, the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. If no action is taken by the Issuing Authority on the application after 120 days, the application shall be deemed approved.

Section 2.8 – NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways and places, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System within the Town; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall, upon request of Licensee, serve a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) The grant of any additional cable television license(s), or subsequently amended, shall not be on terms more favorable or less burdensome, than those contained in this Renewal License including, but not limited to: Franchise Fees; insurance; Cable System build-out requirements; performance bonds or similar instruments; public, education and government

Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on equivalent terms and conditions as 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, or subsequently amended with, 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 a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons and reasonable evidence for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate, with reasonable evidence 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 reasonably requested.

(ii) Should the Licensee demonstrate, and the Issuing Authority find, that any such additional cable television license(s) have been granted on, or subsequently amended with, terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within ninety (90) days.

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

Section 2.9 – POLICE AND REGULATORY POWERS

By executing this License, 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. Said by-laws shall be of general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System, or not specific to cable operators only. Licensee shall

comply with all applicable lawful by-laws enacted by the Town and/or Issuing Authority pursuant to any such powers. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers may be resolved in a court of competent jurisdiction.

Section 2.10 – REMOVAL OR ABANDONMENT

The parties shall be subject to applicable state and federal laws regarding removal and abandonment of the Cable System including but not limited to 47 U.S.C. 547 and M.G.L. Ch. 166.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 – AREA TO BE SERVED [SEE M.G.L.c. 166A § 3(a)]

(a) Subject to applicable law, the Licensee shall make its Cable Service available to residents of the Town, where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile, within seven (7) days of a request therefore subject to paragraph (b) below, unless the Licensee is legally prevented from doing so by factors outside of the Licensee's control, and/or including, but not limited to, denial of access by owners of private property or Multiple Dwelling Units ("MDU"). Notwithstanding the foregoing, any existing street or area that is already wired and receiving Cable Service on the Effective Date of this License shall continue to receive Cable Service regardless of the density of households in such already wired Public Way or area. The Licensee shall make a reasonable effort to obtain such private rights-of-ways and MDU access agreements in the Town in order to make Cable Service(s) available to all residents.

(b) Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty (150') aerial feet of the Licensee's distribution cable. 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 trunk and distribution system and additions thereto. For non-standard installations (installations more than one hundred fifty feet (150') the Licensee shall offer said Cable Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting town.

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(c) Provided Licensee has at least ninety (90) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it

shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Scituate Planning Board and developers give timely notice of trenching and underground construction to the Licensee. In the initial opening of residential subdivision trenching, Licensee shall not be responsible for the digging and back-filling of all trenches to the extent that this is consistent with the treatment of other companies with respect to subdivision trenching.

(d) If in areas of the Town all of the transmission and distribution facilities of all of the respective public utilities, if any, in Town are underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground; provided, however, that (1) such underground locations are actually capable of accommodating the Licensee's cable and other equipment without technical degradation of the Cable System's Signal quality, and (2) in the event that the Town develops and implements an underground project for which it plans to utilize Town funds to reimburse public utilities for the cost of said undergrounding, the Town shall include the Licensee's cost in any planning to equitably disburse available Town funds to reimburse the Licensee, subject to applicable law and subject to any restriction on such Town funds. In any area of Town where the transmission or distribution facilities of the respective public utilities are both aerial and underground, the Licensee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section 3.1 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, Cable System passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 3.2 – SUBSCRIBER NETWORK

The Licensee shall maintain the existing Cable Television System.

Section 3.3 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its Cable Service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of its geographical location, subject to Section 3.1 above. Installation costs shall be nondiscriminatory except that an additional charge for time, materials and a reasonable rate of return may be made for non-standard and customized installation within a Subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty (150) feet of the distribution cable for an aerial Drop shall be entitled to a standard installation rate. However, Licensee may reasonably charge Subscribers for non-standard and customized installations. Subscribers may be charged for Drops in excess of the standard footage, one hundred fifty (150') feet or for non-standard installation Drops, for time, materials and a reasonable rate of return. Upon request, Subscribers shall be provided an itemized cost estimate for the said charges prior to acceptance of the terms for such non-standard Drop. In addition, such itemization shall disclose the basis for Licensee's deeming the installation non-standard.

Section 3.4 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Licensee shall continue to provide and maintain, at no charge, one (1) Subscriber Cable System Drop and Outlet, including Basic Service, to all existing sites listed in **Schedule 3.4,** attached hereto and made a part hereof.

(b) Licensee shall supply one (1) converter box for each Outlet without charge to the Town, if necessary for the reception of monthly Basic Service. Licensee shall maintain such Outlet or demarcation point and converter boxes 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 abuse, vandalism or theft. The internal wiring and equipment provided by the Town shall be the responsibility of the Town and/or institution located at each site listed in **Schedule 3.4**.

(c) Licensee shall provide one standard installation Drop, Outlet and/or demarcation point to any new Public Building or Scituate Public School along the Cable System's trunk and distribution system within one hundred twenty (120) days of any written request from the Issuing Authority, weather conditions permitting.

(d) Nothing in this Section 3.4 shall require the Licensee to move existing Drops, Outlets or demarcation point, or install an additional Drop and Outlet to any municipal or Town owned or leased Public Building which already has a Drop and Outlet.

Section 3.5 – TREE TRIMMING

The Licensee shall have the authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent branches from such trees from coming into contact with wires, cables and equipment of Licensee in accordance with applicable state law and any Town bylaws and regulations.

Section 3.6 – UNDERGROUND WIRING OF UTILITIES

Licensee shall comply with all applicable "DIG-SAFE" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40

Section 3.7 – PEDESTALS AND VAULTS

In any cases in which Cable System vaults, housing devices or pedestals are to be utilized, in the Public Ways or within the Town public layout, such equipment must be in accordance with applicable lawful Public Works Department, or similar department, regulations. In any event, Licensee will comply with Town lawful by-laws and regulations of general applicability with respect to the foregoing. This provision shall not apply to Cable System vaults, housing devices or pedestals currently in use as of the Effective Date.

Section 3.8 – PRIVATE PROPERTY

Licensee shall be subject to all lawful laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a direct result of the construction, upgrade, installation, operation or maintenance of the Cable System.

Section 3.9 – RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, surface, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as is reasonably possible as soon as possible, subject to the lawful requirements of the Town's Department of Public Works. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration, the Town should submit a written estimate to the Licensee of the actual cost of said repair or restoration.

Section 3.10 – RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic.

Section 3.11 - SERVICE INTERRUPTION

Licensee may interrupt Cable Service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use. Credits for Cable Service interruptions shall be in accordance with Section 7.5 of this Renewal License and applicable law, including FCC Customer Service Obligations, codified at 47 U.S.C. Section 76.309.

Section 3.12 – CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable System and render Cable Service to Subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall therefore be in conformance with all applicable federal and state laws and Town by-laws of general applicability, codes and regulations, including but not limited to OSHA, the National

Electric Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

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

Section 3.13 – RIGHT OF INSPECTION

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License. Any such inspection shall not interfere with the Licensee's Cable System operations or the performance of the facilities, and that such inspections are conducted after reasonable written notice to the Licensee, except in emergency situations and except in routine DPW or Highway Department inspections of street restoration work. The Licensee shall have a representative present during such inspections in accordance with the above.

Section 3.14 – 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 its designee, to cut or relocate any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right to do so at the sole cost and expense of Licensee to repair such cut or relocated wire, cable, amplifier, appliance or appurtenance; provided, however, that wherever reasonably possible the Issuing Authority gives Licensee written notice and the ability to cut or relocate wires, cable or other equipment, with said notice not being subject to the formal notice requirements of Section 8.6. Licensee shall have the right to seek and be eligible for, where applicable, reimbursement under any applicable insurance or government program providing for reimbursement. All Multiple Video Programming Distributors or public or municipal utility companies within the Public Ways in the Town shall be treated alike if reimbursed by the Town for such wire, cable, amplifier, appliance or appurtenance cut or relocation costs.

Section 3.15 – EMERGENCY AUDIO ALERT

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

ARTICLE 4

RATES AND PROGRAMMING

Section 4.1 – LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available Channel capacity for commercial use by Persons unaffiliated with Licensee. Upon request, Licensee shall provide interested Persons a copy of its current Leased Access policy with current rates and terms for commercial Leased Access. Rates for use of commercial access Channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

Section 4.2 – STEREO TV TRANSMISSIONS

All broadcast and satellite signals received by Licensee in stereo shall be cablecast in stereo.

Section 4.3 – CHANNEL LINEUP

Licensee shall notify the Issuing Authority and Subscribers, thirty (30) days in advance, of a substantial change in Programming, in accordance with applicable regulations and law. Any such notification shall comply with state and federal guidelines as to the means of such notification.

Section 4.4 – REMOTE CONTROLS

Licensee shall allow Subscribers to purchase, from third parties, and utilize remote control devices which are deemed compatible with Licensee's converter box. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter box. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

ARTICLE 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS AND INSTITUTIONAL NETWORK

Section 5.1 – ESTABLISHMENT OF THE ACCESS CORPORATION

No later than the Transition Date, the Issuing Authority-designated non-profit charitable corporation (hereinafter the "Access Corporation") or other Issuing Authority designated Access Provider, shall assume responsibility for the provision of the PEG access Programming, facilities and equipment within the Town for the public and charitable purpose of supporting PEG access Programming. Said PEG access operations shall be pursuant to the provisions of Article 5 herein and pursuant to the Cable Act provisions governing PEG access as set forth at 47 U.S.C. 531. Except as expressly provided herein under Article 5, as of the Transition Date, the Licensee shall have no further PEG access Programming responsibilities in Scituate.

Section 5.2 – ACCESS CORPORATION RESPONSIBILITIES

(a) Upon the Transition Date, the Access Corporation or Access Provider(s), as designated by the Issuing Authority, shall provide services to PEG access users as follows:

(1) Operate the studio and schedule, operate and program the three (3) Public, Educational and Governmental Access Channels and generally carry out the charitable public purposes as provided in accordance with this Article 5;

(2) Manage the annual funding provided pursuant to Section 5.4;

(3) Purchase and/or lease equipment, with the funds provided in Section 5.4 herein;

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

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

(6) Establish rules, procedures and guidelines (with advisory consultation with the Issuing Authority or its designee) for use of the Public, Educational and Governmental Access Channels;

(7) Provide publicity, fundraising, outreach, referral and other support services to PEG access users;

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

(9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public, Educational and Governmental Access Channels, facilities and equipment as appropriate and necessary including development of and training in cable and media-related technologies useful to the general public.

(b) On or about the close of its fiscal year, the Access Corporation or Access Provider(s) shall provide the Issuing Authority with an annual report, for informational purposes, describing PEG access activities and any other activity, including studio activity and expenditures. Upon request from Licensee, said report(s) shall be annually copied to Licensee after filing with Issuing Authority.

(c) The Access Corporation or Access Provider(s) may require members of the public to assume individual responsibility for any PEG access program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town, Licensee and Access Corporation or Access Provider(s) harmless for same, subject to Cable Act and FCC requirements. It is the intent of the parties that PEG producers be noticed that neither the Licensee nor the Issuing Authority assume editorial responsibility for, or control of, such individual's local productions and therefore are not liable for the errors or improprieties, if any, of such individual local PEG access producers.

Section 5.3 – PEG ACCESS FACILITIES & EQUIPMENT

(a) Prior to the Transition Date, the Licensee will continue to operate the shared Norwell PEG access studio operation consistent with practices as of the last day of the previous Scituate cable television license (Renewal Cable Television License for the Town of Scituate, effective September 6, 1998). At any time prior to the Transition Date, the designated Access Corporation, if duly established by filing articles of organization and by-laws prior to said Transition Date, may take such actions as deemed by its board of directors necessary and convenient for preparation for

assuming responsibility for local PEG access Programming on the Transition Date. Alternatively, at any time prior to the Transition Date, the Issuing Authority may designate an Access Provider to take such actions as deemed by the Issuing Authority necessary and convenient for preparation for assuming responsibility for local PEG access Programming on the Transition Date. As of the Transition Date, the Licensee shall have no further requirement to operate the shared Norwell PEG access studio for Scituate PEG access users.

(b) Upon the Transition Date, the Access Corporation shall maintain and replace all PEG access production and associated equipment, and maintain related facilities within the Town for use by Scituate residents and organizations, assuring that said equipment and facilities is maintained at industry performance levels customary and usual for such PEG equipment and facilities.

(c) In the event the Issuing Authority's designated Access Corporation relocates to a new PEG access studio facility within the Town, Licensee shall provide one (1) Subscriber Cable System Drop and Outlet at no charge to the Town or Access Corporation; provided, however, that the Drop and Outlet is a standard aerial installation. In the event that such Drop and Outlet is not a standard aerial installation, all costs to construct and activate such shall be deducted from the quarterly payment, pursuant to Section 5.4 below, which follows the construction and activation date of said Drop and Outlet. In addition to said Drop and Outlet, Licensee shall provide one (1) video return line from said newly located studio facility to Licensee's headend, hub site or other location for cablecasting PEG access Programming on Licensee's Cable System's PEG Access Channels. In the event that the studio is located in or proposed for an alternative location, the Licensee shall first create and submit a new estimate to the Access Provider and Issuing Authority. Licensee's video return line actual cost related to interconnecting the newly located PEG access studio facilities shall be deducted from the four (4) quarterly payments, pursuant to Section 5.4, which follow the construction and activation date of said video return line. The parties acknowledge that the Issuing Authority intends to initially locate a studio in Scituate at the Scituate High School, and that said studio shall have a video return line, consistent with Section 5.6 below, at no charge to the Town, Access Corporation of Access Provider.

(d) The parties acknowledge that all existing PEG access/local origination production equipment located in the Town is not the property of Licensee. Licensee shall not be responsible for the repair, replacement and/or maintenance of said equipment.

Section 5.4 – ACCESS CORPORATION SUPPORT

(a) During the period of November 6, 2008 through December 31, 2010, Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG access purposes, equal to four and one-half percent (4.5%) of its Gross Annual Revenues. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG access Programming operations, equipment and/or facilities or other cable and/or technology purposes. Said four and one-half percent (4.5%) Franchise Fee payments shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on February 15, 2009 for the period of November 6, 2008 through December 31, 2008. Quarterly thereafter until September 30, 2010, Licensee shall provide payments pursuant to this Section 5.4(a) each February 15th, May 15th, August 15th and November 15th based on Gross Annual Revenues from the previous calendar quarter.

(b) The Licensee shall make an initial advance payment to the Issuing Authority or its designated Access Corporation and/or Access provider for PEG access and/or related purposes in the amount of Eighty-Seven Thousand Dollars ($87,000) within sixty (60) days after the Execution Date of this Renewal License. Said $87,000 payment shall be credited equally against the first four (4) quarterly payments pursuant to paragraph (a) above.

(c) The Licensee shall make a second advance payment to the Issuing Authority or its designed Access Corporation and/or Access provider for PEG access related purposes in the amount of Eighty-Seven Thousand Dollars ($87,000) within thirty (30) days after the first anniversary of this Renewal License. Said $87,000 payment shall be credited equally against the fifth, sixth, seventh and eighth quarterly payments pursuant to paragraph (a) above.

(d) During the period beginning January 1, 2011 through September 30 2013, Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG access purposes, equal to three and one-quarter percent (3.25%) of its Gross Annual Revenues. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG access

Programming operations, equipment and/or facilities. Said three and one-quarter percent (3.25%) Franchise Fee payments shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment pursuant to Section 5.4(d) shall be made on May 15, 2011 for the period of January 1, 2011 through March 31, 2011. Quarterly thereafter, Licensee shall provide Franchise Fee payments each February 15th, May 15th, August 15th and November 15th based on Gross Annual Revenues from the previous calendar quarter.

(e) During the period beginning October 1, 2013 through the expiration of this Renewal License, Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG access purposes, equal to three percent (3.0%) of its Gross Annual Revenues. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG access Programming operations, equipment and/or facilities or other cable and/or technology purposes. Said three percent (3.0%) Franchise Fee payments shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment pursuant to Section 5.4(e) shall be made on February 15, 2014 for the period of October 1, 2013 through December 31, 2013. Quarterly thereafter, Licensee shall provide Franchise Fee payments each February 15th, May 15th, August 15th and November 15th based on Gross Annual Revenues from the previous calendar quarter. The final payment pursuant to Section 5.4(e) shall be made on January 15, 2019 for the period of October 1, 2018 through November 5, 2018.

(f) In addition to payments made pursuant to Section 5.4 (a-e) above, Licensee shall provide a one-time payment of Fifty Thousand Dollars ($50,000) to the Issuing Authority, or its designed Access Corporation and/or Access Provider, to be used for the purchase of PEG access equipment and or facilities, or related purposes. All equipment purchased with said funds shall be owned, operated and maintained by the Town, or its designated Access Corporation and/or Access provider. Said payment shall be made within sixty (60) days of the Execution Date of this Renewal License.

(g) The Licensee shall file with each such payment made pursuant to Section 5.4(a-e), a Gross Annual Revenue reporting form, Exhibit 5.4, certified by an authorized agent of the Licensee, documenting, in reasonable detail, the Gross Annual revenues as defined in Article 1 of this Renewal License.

Section 5.5 – PEG CHANNELS

(a) Licensee shall continue to make available three (3) Subscriber Network Downstream Channels for public, educational and governmental access Programming purposes. Licensee does not relinquish its ownership of any Channel by designating it for PEG Programming purposes. A PEG access user – whether an individual, educational or governmental user – acquires no property interest in the PEG Access Channel so designated, and may not rely on the continued use of a particular Channel number, no matter how long the same Channel may have been designated for such use.

(b) No later than the Transition Date, said PEG Access Channels shall be under the management of the Access Corporation or Access Provider , subject to public access Programming rights in accordance with the Cable Act, 47 U.S.C. 531 and the terms hereof. Government access Programming of a PEG Access Channel shall be as determined by the Issuing Authority, subject to Access Corporation or Access Provider(s) responsibility for the programming of that PEG Channel.

(c) The educational access Programming of the designated PEG Access Channels shall be determined jointly by the Access Corporation or Access Provider(s) and the Scituate Public Schools. Educational access Programming shall be non-commercial educational and school-related Programming and subject to such reasonable operating rules as the Superintendent of Schools, the Issuing Authority and the Access Corporation or Access Provider(s) or their designee(s) may adopt subject to applicable law.

(d) The PEG Access Channels shall not include commercial, political or campaign advertising but may include acknowledgments of support and underwriting, consistent with the standards applicable to non-profit public broadcasting stations.

(e) The Access Corporation or Access Provider(s) shall be responsible for providing, maintaining and replacing modulators at remote sites with PEG access origination capability, and for any manual switching that may be required. Any manual switching at the origination points required to facilitate PEG access Programming shall be the responsibility of the Access Corporation or Access Provider(s) provided, however, Licensee shall be responsible for automated switching at its headend or hubsite, consistent with this Section 5.5.

(f) The Access Corporation or Access Provider(s) shall be responsible for PEG access Programming end user equipment up to and through the output of the modulators at the origination points. Licensee may require access to the Town and/or Access Corporation or Access Provider(s) owned modulator(s) for the purpose of testing and/or adjusting output levels of the modulator(s). Licensee shall test and adjust the output levels if reasonably needed; provided, however, that Licensee may require the Access Corporation or Access Provider(s) or School Department, as applicable, to first test and determine if PEG access end-user equipment is the source of apparent Signal problems, if any.

(g) Public use of the PEG access facilities and PEG Access Channels shall be on a non-discriminatory basis subject to non-discriminatory and customary PEG access facilities scheduling practices and lawful standards.

(h) The Access Corporation or Access Provider(s) shall be responsible for production quality of all PEG access Programming. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual Cable System proof of performance tests.

Section 5.6 - PEG ACCESS CABLECASTING

(a) The Cable System shall be capable of cablecasting video and audio transmissions from the PEG access studio location within the Town, in accordance with Sections 5.3(a) and 5.5 herein.

(b) It shall be the Licensee's sole responsibility to ensure that said PEG access Programming cablecasting is properly switched electronically in an efficient and timely manner at Licensee's hubsite and/or headend to the appropriate Licensee-owned Downstream Channel. The demarcation point between the equipment owned, operated and maintained by the Licensee and the equipment owned, operated and maintained by the Town and/or its designee shall be the output of the Town and/or its designee's modulator located at any of the origination sites listed in **Schedule 5.6**.

(c) 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 location(s) listed in **Schedule 5.6** to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

Section 5.7 – EXTERNALIZATION

Any externalization or pass-through of franchise related costs will be done in accordance with FCC regulations and other applicable law.

Section 5.8 – LATE PAYMENTS

Should Licensee fail to timely make any payment required under Article 5 of this Renewal License, and should such failure continue for a period of 10 days from written notice thereof, then it shall additionally be charged interest which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at the Bank of America. Payment of this interest charge shall not preclude any other remedy available to the Issuing Authority under applicable law.

Section 5.9 – REPORT OF DISBURSEMENTS

(a) Annually, on or before March 15th, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee on behalf of the Access Corporation or Access Provider(s), pursuant to Article 5 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG access facilities.

(c) If upon review of the report, the Licensee finds that any use of the funds by the access provider have been inappropriately related to PEG access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's

determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG access support and or PEG access capital payments, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 – CUSTOMER SERVICE

(a) The Licensee shall maintain a publicly listed, toll-free, telephone number for the general purpose of serving Subscriber needs including receiving and resolving complaints, including without limitation, those regarding Cable Service, equipment malfunctions or billing and collection disputes.

(b) For the term hereof, Subscribers may have access to Licensee's area customer service office for general purposes including accepting payments and receiving and resolving all complaints, including without limitation, those regarding Cable Service, equipment malfunctions or billing and collection disputes. The area customer service office shall be open for walk-in business during Normal Business Hours.

Section 6.2 – TELEPHONE ACCESS, INSTALLATIONS, OUTAGES AND SERVICE CALLS

(a) Pursuant to 47 C.F.R. §76.309, Licensee shall comply with the FCC Customer Service Obligations regarding response to Subscriber phone calls. Licensee's employees shall be informed how to respond in case of emergencies requiring standby technicians. Licensee shall call on standby personnel when it is evident that the complaints received are indicative of an outage as described in Section 6.4 (f).

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service call center 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. Said standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. A Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under Normal Operating Conditions.

Section 6.3 -CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call centers 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 centers. The Licensee shall comply with all state and federal requirements pertaining to the hours of operation of such customer service call centers.

(b) In the event that the Licensee does not maintain and operate its customer service call centers 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. All such after-hours calls shall be logged by the Licensee. 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 6.4 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new standard aerial installations, to Scituate residents who request Service within seven (7) business days of said request. However, the foregoing shall not be applicable in the event a Subscriber cannot schedule an installation within said seven (7) business day period. For new non-standard installations the Licensee shall offer Cable Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations.

(b) In arranging appointments for either Cable Service installation or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur during reasonable time slots of no more than four hours in duration.

(c) The Licensee shall make Cable Service installation and service calls to its Subscribers during Normal Business Hours, as defined in 47 CFR 76.309, which shall include some evening and/or weekend hours.

(d) A Service interruption problem received after Normal Business Hours, as defined by the FCC's Customer Service Obligations, shall be acted upon the next business day.

(e) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls related to Cable Service and/or (iii) a number of similar Cable Service complaint calls or a number of such calls coming from the same area.

(f) Cable System outages shall be responded to promptly by technical personnel. For purposes of Sections 6.4(f) and 6.2, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(g) The Licensee shall remove all Subscriber Drop cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 6.5 – MINIMUM SUBSCRIBER INFORMATION

In accordance with applicable law, Licensee will provide all prospective Subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of Cable Service. Such written information shall include but not be limited to the following:

(a) All Cable Service and rates, deposits if applicable, installation costs, additional television set charges, Service upgrade or downgrade charges, and relocation of an Outlet charges.

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

(c) Written information concerning equipment compatibility.

(d) Written information concerning the availability of special equipment such as, A/B switches, and parental control features and all other equipment notifications contained in 207 CMR 10.00 et. seq.

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

(f) Written information concerning procedures for resolution of complaints.

Section 6.6 – PARENTAL CONTROL

(a) Pursuant to applicable law, upon request, the Licensee shall provide Subscribers with the capability to control the reception of any Channel on the Cable System. The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said converter box.

Section 6.7 – BILLING AND TERMINATION PROCEDURES

The Licensee shall provide the Issuing Authority, the Division and all of its Subscribers with the following information in accordance with 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

(vii) Security deposits.

Section 6.8 – VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of Cable Service shall not be responsible for further charges for such Service upon actual termination of Service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect Service as soon as possible after requested to do so by a Subscriber. A Subscriber who requests full

disconnection of Cable Service shall make a good faith effort to return all of his or her Subscriber premises equipment to Licensee's area customer service office or any other reasonable location Licensee may designate. Subscribers shall be charged for unreturned equipment. Subscribers are responsible for payment of any unpaid balances on their accounts, including any late fees or other charges.

Section 6.9 – BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within thirty (30) business days of receiving notification from the Subscriber. The Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. Licensee shall not assess a late charge on a bill or discontinue a Subscriber's Cable Service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the Licensee or during the process of a dispute resolution under 207 CMR 10.07.

Section 6.10 – 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 6 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 6.11 – PRIVACY

(a) 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. Said written notice shall, 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.

(b) The Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

Section 6.12 – POLLING BY CABLE

No poll of a Subscriber or user shall be conducted or obtained, unless (i) the program contains 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 6.13 – INFORMATION WITH RESPECT TO VIEWING HABITS & SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act, 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 6.14 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

(c) A Subscriber 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 Licensee.

Section 6.15 – MONITORING

(a) 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 Cable System-wide or individually addressed "sweeps" solely for the purpose of verifying Cable System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring Cable System 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.

(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. The Licensee shall destroy all Subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable state and/or federal law(s).

Section 6.16 – 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 produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 6.17– NON-DISCRIMINATION

Licensee shall not unlawfully discriminate against any Person in its solicitation of Subscribers or provision of Cable 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. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination. This Section 6.17 shall not affect the right of Licensee to offer discounts or engage in other marketing or promotions.

ARTICLE 7

LICENSE ADMINISTRATION

Section 7.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day-to-day regulation of the Cable System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and shall afford the Licensee the right to respond pursuant to Section 9.1 herein.

Section 7.2 – 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 System under the 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 provided that this indemnification shall not extend to gross negligence of the Town and its officials, boards, commissions, committees, agents and/or employees. Upon timely receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable System.

Section 7.3 – INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to applicable law, with the Town listed as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable

Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars ($1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars ($5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars ($1,000,000.00).

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

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

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

(ii) 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.

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

Section 7.4 – PERFORMANCE BOND

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(f) a performance bond in the amount of Twenty-five Thousand Dollars ($25,000.00) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

(1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);

(2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);

(3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b); and

(4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f); and

(5) to guarantee the substantial compliance with the material terms of this License.

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent. The Issuing Authority shall not unreasonably withhold its consent.

Section 7.5 – SERVICE INTERRUPTIONS

In the event that the Licensee's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such subscriber a pro-rata credit upon request, on a daily basis, equal to that portion of the service charge due for the period of the outage, credited during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. Licensee shall not be required to provide credits that are less than one dollar ($1.00). In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the subscriber.

Section 7.6 – PERFORMANCE EVALUATION SESSIONS

(a) The Issuing Authority may at its discretion, but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable System pursuant to this Renewal License. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other

materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee agrees to meet with Town counsel to discuss the reasons why it considers such materials to be proprietary.

(b) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the 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 non-compliance is found which results in a violation of any of the material terms and conditions of this Renewal License, the Licensee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with Section 9.1.

Section 7.7 – NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation, unless said payment is made pursuant to a settlement agreement that resolves the violation.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

Section 7.8 – LICENSE FEE ENTITLEMENT

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a License Fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of Subscribers, for purposes of this Section, shall be calculated on the last day of each year unless some other date is required by law.

(b) The Licensee shall not be liable for a total Franchise Fee financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the PEG access annual funding (Section 5.4) as well as all amounts within the definition of "franchise fee" under federal law including state and federal fees.

Section 7.9 – SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written as well as a record of verbal complaints it receives on file in accordance with M.G.L. ch. 166A, Section 10.

Section 7.10 – SUBSCRIBER COMPLAINT REPORT

To the extent required by M.G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Division, of complaints by Subscribers received during the reporting period.

Section 7.11 – INDIVIDUAL COMPLAINT REPORTS

Upon the written request of the Issuing Authority the Licensee shall within ten (10) business days after receiving such a 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(s) and corrective steps taken by the Licensee.

Section 7.12 – QUALITY OF SERVICE

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

Section 7.13– SERVICE INTERRUPTION REPORT

Licensee shall submit, on a form prescribed by the Division, a list of all significant Cable Service interruptions.

Section 7.14 – FINANCIAL REPORTS

Pursuant to M.G.L.c. 166A, Section 8, the Licensee shall file annually with the Division, on forms prescribed by the Division, a financial balance sheet and a statement of ownership. The financial balance sheet and the statement of ownership shall be filed with the Division and, upon written request, the Issuing Authority, on forms required by the Division. Such statements and balance sheets shall be sworn to by the person preparing same and by an authorized financial representative of the Licensee. Filing of said reports shall be made to the extent required by applicable law; and should the FCC rule effective competition exists in the Town this Section 7.13 shall be null and void.

Section 7.15 – NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers, which may be included as part of the annual franchise fee payment under M.G.L. ch. 166A, Section 9. Filing of said reports shall be made to the extent required by applicable law; and should the FCC rule effective competition exists in the Town this Section 7.14 shall be null and void.

Section 7.16 – LINE EXTENSION REPORT

The Issuing Authority may request in writing, once annually, that Licensee make available for review at Licensee's location a report detailing the areas in the Town in which the Cable System has been extended during said prior year, the dates of said extensions and the number of households capable of receiving cable service(s). Filing of said reports shall be made to the extent required by applicable law; and should the FCC rule effective competition exists in the Town this Section 7.15 shall be null and void.

Section 7.17 – REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law and subject to the provisions of Section 9.1 herein. Any such revocations of this License shall be

ordered after a public hearing by the Issuing Authority subject to the appeals provisions of M.G.L.c. 166A, Section 4, or any other rights available to the Licensee.

Section 7.18 – CABLE ADVISORY COMMITTEE

The Issuing Authority may appoint a Cable Advisory Committee and delegate to said committee such functions as are lawful and customary.

Section 7.19 – INVESTIGATION

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

ARTICLE 8

GENERAL PROVISIONS

Section 8.1 – LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Scituate, on the other hand.

Section 8.2 – 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 instrument in writing executed by the parties.

Section 8.3 – CAPTIONS

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

Section 8.4 – SEVERABILITY

If any section, sentence, paragraph, term or provision of this 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 thereof, all of which shall remain in full force and effect for the term of this License.

Section 8.5 – 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 have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United

States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; environmental restrictions; arrests; civil disturbances; explosions; strikes; partial or entire failure of utilities; unavailability of essential equipment, services or materials; or any other cause or event not reasonably within the control of the disabled party.

Section 8.6 – NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Scituate Town Hall, 600 Chief Justice Cushing Way, Scituate, MA 02066, with a copy to the Town Counsel, c/o Law Department, Town Hall; or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: VP of Government Affairs, 440 Myles Standish Blvd, Massachusetts 02780 with copies to Attn: Government Affairs, 676 Island Pond Road, Manchester, New Hampshire 03109 and Attn: Government Affairs, One Comcast Center, Philadelphia, Pennsylvania 19103, 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.

Section 8.7 – REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any Subscriber but shall, offer to said Subscriber, an adequate switching device to allow said Subscriber to choose between Cable Service and non-cable television reception.

Section 8.8 – SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

Section 8.9 – COST OF PUBLICATION

Licensee shall, upon written request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute a maximum of fifteen (15) copies of the License.

Section 8.10 – JURISDICTION AND VENUE

Exclusive jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, 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 9

DETERMINATION OF BREACH

Section 9.1 – 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 that has a negative impact on Subscribers and/or the Issuing Authority, or except as excused by Force Majeure, the Issuing Authority shall informally discuss the matter with the Licensee. If these discussions do not lead to resolution of the problem, 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 either to:

(a) respond to the Issuing Authority in writing and such response may contest the Issuing Authority's assertion of default and in any event shall provide 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 or any other means which can be utilized to verify the mailing date, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and 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(s) shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall make a written determination whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, provides a written determination 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 the Renewal License which lends itself to such remedy as an alternative to damages;

(ii) commence an action at law for monetary damages;

(iii) declare the Renewal License to be revoked subject to Section 9.2 below and applicable law;

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

(d) In the event that (i) the Issuing Authority fails to issue a written reply within thirty (30) days accepting or rejecting Licensee's response pursuant to 9.1 (a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.1 (b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than fourteen (14) days of having sent a written notice consistent with 9.1 (c) above; and/or (iv) the Issuing Authority fails to issue a written determination within thirty (30) days after the public hearing pursuant to Section 9.1 (c) above; then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void.

Section 9.2 – 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 9.1 above; (ii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License. In the event of termination, the Town and Licensee shall in addition have all of the post-termination rights set forth in this Renewal License or applicable law.

Section 9.3 – NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Town or Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(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 Town or the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) A waiver of any right or remedy by the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Town or the Licensee to be effective, it shall be in writing. The failure of the Town or the Licensee to take any action in the event of any breach by the Licensee or the Town shall not be deemed or construed to constitute a waiver of or otherwise affect the right of 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 Licensee or the Town.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____DAY OF

_____ 2008.

TOWN OF SCITUATE
By:

_____
Board of Selectmen

_____
Board of Selectmen

_____
Board of Selectmen

_____
Board of Selectmen

_____
Board of Selectmen

COMCAST OF MASSACHUSETTS I, INC.
By:

_____
Kevin M. Casey
President
NorthCentral Division

SCHEDULE 3.4

PUBLIC BUILDING DROPS

Scituate High School	606 Chief Justice Cushing Way
Town Hall	600 Chief Justice Cushing Way
Police Department/H.Q.	600 Chief Justice Cushing Way
Library	85 Branch Street
Harbormaster Facility	100 Cole Parkway
Fire Department	149 First Parish Road

SCHEDULE 5.4

GROSS ANNUAL REVENUES REPORTING FORM

(This form is for informational purposes and may change in a manner consistent with the federal definition of Cable Service and as reasonably needed to report the revenues to be included in the definition of Gross Annual Revenues as set forth in Article 1 above.)

COMCAST OF MASSACHUSETTS I, INC.

TOWN OF SCITUATE
Period: [enter period of which payment is based]

	Totals
Totals by Service:	$ [enter amount]
Basic Service Revenue	$ [enter amount]
Other Cable 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:	
Franchise Fees	$ [enter amount]
Less Bad Debt Expense / Add Bad Debt Recovery	$ [enter amount]
Subtotal:	$ [enter subtotal]
Total Gross Revenue	$ [enter total]
License Fee (%)	$ [enter % of total]
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:_____

SCHEDULE 5.6

ORIGINATION SITES

Scituate High School	606 Chief Justice Cushing Way
Town Hall	600 Chief Justice Cushing Way
Police Department/H.Q.	600 Chief Justice Cushing Way
Library	85 Branch Street
Harbormaster Facility	100 Cole Parkway
Fire Department	149 First Parish Road