

**RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF WESTON,
MASSACHUSETTS**

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WESTON RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Weston, Massachusetts (hereinafter the "Town"), said license having commenced on January 7, 1998;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated April 1, 2005 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated August 31, 2007;

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

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

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied in all material respects with the terms of its previous 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:

ARTICLE 1

DEFINITIONS

SECTION 1.1 – DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations 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.

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals.

(b) Cable Act – means the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Division – means the Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

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

(e) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Weston, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, 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 this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Complaint: means any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee’s control, and (2) requires a corrective measure on the part of the Licensee.

(g) Drop – means the coaxial cable that connects a home or building to the Subscriber Network or Institutional Network/Video Return Line.

(h) Educational Access Channel – means the video channel(s) owned by the Licensee and made available for non-commercial use by educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

(i) Effective Date – means May 12, 2008.

- (j) Execution Date – means the date set forth on the signature page to this Renewal License.
- (k) FCC – means the Federal Communications Commission or any successor governmental entity.
- (l) Franchise Fee – means the payments to be made by the Licensee to the Issuing Authority, the Town of Weston and or any other governmental subdivision, such as an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
- (m) Governmental Access Channel – means a video channel owned by the Licensee and made available for noncommercial use by the Issuing Authority for the purpose of showing public local government programming.
- (n) Gross Annual Revenues – means the revenues received by the Licensee from the operation of Cable Service(s) over the Cable Television System including, without limitation: Basic Cable Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; pro rated advertising and home shopping revenues; and converter, remote control and other equipment rentals and/or leases or sales. Gross Annual Revenues shall not include 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 also be adjusted for reductions to cash receipts, such as refunds and bad debt.
- (o) Issuing Authority – means the Board of Selectmen of the Town of Weston, Massachusetts, or the lawful designee thereof.

(p) License Fee – means the payments to be made by the Licensee to the Issuing Authority, the Town of Weston and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

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

(r) Multichannel Video Programming Distributor – means a person such as, but not limited to, a cable operator, a multi-channel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(s) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(t) Person – means 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..

(u) Public Access Channel – means a video channel owned by the Licensee and made available for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(v) Public Buildings – means those buildings owned or leased by the Issuing Authority for 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 government employees are not regularly stationed.

(w) Public, Educational and Governmental Access Channel – means a video channel owned by the licensee and made available for non-commercial use by the public, educational

institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

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

(y) Public Way – means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Weston, 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 easement now or hereafter held by the Issuing Authority within the Town of Weston for the purpose of public travel, 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.

(z) Renewal License or License - means this Agreement and any amendments or modifications in accordance with the terms herein.

(aa) Standard Installation – means the standard one hundred twenty-five foot (125') Drop connection to the existing distribution system.

(ab) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with the Licensee's express permission.

(ac) Subscriber Network – means the trunk and feeder signal distribution network owned by the Licensee over which video and audio signals are transmitted to Subscribers.

(ad) Town – means the Town of Weston, Massachusetts.

(ae) Video Programming or Programming – means the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(af) Video Service Provider - means any entity using the public rights-of-way to provide multiple video services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A Video Service Provider shall include, but is not limited to, any entity that provides Cable Services, multichannel multipoint video distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 – GRANT OF RENEWAL LICENSE

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

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

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

SECTION 2.2 – TERM: NON-EXCLUSIVITY [SEE M.G.L.c. 166A §3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on May 12, 2008, following the expiration of the current license, and shall terminate at midnight on May 11, 2018.

SECTION 2.3 – 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. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 – 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 2.5 – RESERVATION OF AUTHORITY

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

SECTION 2.6 – NON-EXCLUSIVITY OF LICENSE

(a) The Licensee and the Issuing Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers,

telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where Video Service Providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Licensee and the Issuing Authority have agreed to the provisions in this Section 2.6, and they should be interpreted and applied with such purposes in mind.

(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 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) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on terms and conditions not more favorable or less burdensome as those terms and conditions contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(e) In the event that the Licensee believes that any additional license(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, 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 for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional license(s) are on terms more favorable or less burdensome than those contained in

this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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

(g) In the event that the Licensee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Issuing Authority from any obligation of its license, then the Licensee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this Renewal License. The Issuing Authority shall convene a public hearing on the issue within thirty (30) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. Licensee shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any existing or future Video Service Providers in the Town have been provided relief by the Issuing Authority from any obligation of its cable television license. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

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

(a) The Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that any plant extension is measured from the nearest point to the Trunk and Distribution system and the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. The Licensee shall use its best efforts to make service available to multiple dwelling units (MDU) unless after making its best efforts to do so, the Licensee is unable to obtain from the property owners any necessary easements, permits and agreements to provide service to the MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously un-served homes located within one hundred twenty-five feet (125') of the Licensee's Distribution Cable. For non-Standard Installations the Licensee shall offer said 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 un-served 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.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred twenty-five feet (125 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or

which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws. For installations more than one hundred twenty-five feet (125 ft.), not involving a hard surface, the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation rate.

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

(d) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground; provided 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) the Licensee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in Town. Such reimbursement shall be through payment from the Town. In any area of Town where the transmission or distribution facilities of the respective public or municipal 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, aurally or underground. Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 3.2 – SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 – SUBSCRIBER NETWORK CABLE DROPS [SEE M.G.L.c. 166A §5(e)]

(a) The Licensee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Licensee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to all newly constructed or newly designated Public Buildings and other Town owned Public Buildings, along the distribution cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of the Licensee to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service.

(c) Nothing in this Section shall require the Licensee to move existing Drops or Outlets, as listed in **Exhibit A**, or install an additional Drop or Outlet to any municipal or Town owned or leased Public Buildings which already have a free Drop or Outlet.

SECTION 3.4 – CURRENT INSTITUTIONAL NETWORK (I-NET)

(a) During the period of May 12, 2008 through the June 30, 2008, the Licensee shall continue to provide and maintain the existing Institutional Network (I-Net) for composite video transmission only. Said I-Net shall be capable of transmitting from and among the municipal buildings identified in **Exhibit C** attached hereto and made a part herein.

(b) The Licensee shall maintain the existing I-Net Drops and I-Net Outlets at no charge to each of the municipal buildings identified in **Exhibit C**. Licensee shall not be required to

provide additional I-Net Drops and I-Net Outlets, during the period of time it operates and maintain the I-Net, pursuant to Section 3.4(a).

(c) Unless otherwise provided herein, the Town and its designated I-Net users shall be solely responsible for any and all end user interface equipment including, but not limited to, video production equipment. Licensee shall be responsible for all equipment necessary to make interaction possible with Licensee's Subscriber Network, consistent with Section 6.7.

SECTION 3.5 – VIDEO RETURN LINES

(a) During the period of July 1, 2008 through the Renewal License expiration date, Licensee shall provide and maintain video return lines, including a direct fiber link from the Weston Middle School to the Weston High School, (formerly the Institutional Network) to be utilized by the Issuing Authority, its designees and/or Town departments. Consistent with Section 6.4, said video return lines and/or I-Net modification costs shall not exceed Seventy-eight Thousand Dollars (\$78,000.00). Said video return lines and direct fiber link shall be capable of transmitting composite video and audio transmissions from those municipal and school buildings identified in **Exhibit D**, and being returned over the Licensee's Subscriber Network, consistent with Section 6.7.

(b) Unless otherwise provided herein, the Town and its designated video return line(s) users shall be solely responsible for any and all end user interface equipment including, but not limited to, video production equipment. Licensee shall be responsible for all equipment necessary to make interaction possible with Licensee's Subscriber Network, consistent with Section 6.7. The Licensee shall be responsible for all necessary inspections and performance tests of the video return line in accordance with 47 CFR §76.701.

(c) In the event that the Issuing Authority or its designee(s) requests modification of the use, function and/or design (including Drop and Outlet locations) of said video return lines, and such modification(s) are technically feasible, such requested modifications shall not cause the total of said video return lines and/or I-Net modifications construction cost to exceed Seventy-eight Thousand Dollars (\$78,000.00). Any costs that exceed Seventy-eight Thousand Dollars (\$78,000.00) shall be paid for by the Town.

SECTION 3.6 – PARENTAL CONTROL CAPABILITY

(a) Subject to applicable regulations, the Licensee shall provide Subscribers, upon request, with the capability to control the reception of any channels being received on their television sets.

(b) 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 box.

SECTION 3.7 – EMERGENCY ALERT SYSTEM

The Licensee shall comply with the emergency alert system in accordance with the requirements of the FCC at 47 C.F.R., Part 11.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 – SYSTEM MAINTENANCE [SEE M.G.L.c. 166A §5]

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

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

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

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

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 – REPAIRS AND RESTORATION [SEE M.G.L.c. 166A §5(g)]

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work 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 4.3 – TREE TRIMMING [SEE M.G.L.c. 166A §5(a)]

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with M.G.L. Chapter 87 and any Town bylaws/ordinances and regulations of general applicability. In installing, operating and maintaining equipment, cable and wires, Licensee shall use reasonable care to avoid all unnecessary damage and injury to trees, structures, and improvements in and along the routes authorized by the Issuing Authority.

SECTION 4.4 – STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its Cable System and related facilities exist, the location of all streets and the location of all residences. The strand maps in either paper or electronic formats will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.5 – BUILDING MOVES [SEE M.G.L.c. 166 §39]

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

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.6 – DIG SAFE [SEE M.G.L.c. 82 §40]

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

SECTION 4.7 – DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

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

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.8 – EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of the Licensee, any Cable Service, program or signal transmitted over the Cable System by the Licensee.

SECTION 4.10 – PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Public Ways or within the public lay-out, such equipment must be installed in accordance with applicable Town by-laws and/or regulations. All such pedestals shall be shown on the strand maps made available to the Town in accordance with Section 4.4 infra.

ARTICLE 5

PROGRAMMING

SECTION 5.1 – BASIC CABLE SERVICE

The Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 – PROGRAMMING

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

(b) Licensee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 – CONVERTER BOX, REMOTE CONTROLS

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

SECTION 5.4 – STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

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

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 – PEG ACCESS CHANNEL(S)

Use of Channel(s) for public, educational and governmental (hereafter “PEG”) access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below “Channel” shall mean a number designation on the Licensee’s Weston channel lineup regardless of the transmission format (analog or digital) and any specific amount of bandwidth. Licensee does not relinquish its ownership right or ultimate right of control over a Channel by designating it for PEG access use. A PEG access user – whether an individual, educational or governmental user – acquires no property interest or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular Channel number, no matter how long the same Channel may have been designated for such use. Licensee shall not exercise editorial control over any PEG access use of Channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority and/or its designee(s) shall be responsible for developing, implementing, interpreting and enforcing rules for said PEG Access Channel use which shall insure that PEG Access Channel(s) and PEG access equipment will be available on a first-come non-discriminatory basis.

(a) Licensee shall designate capacity on two (2) Channels to be used for PEG access Video Programming by the Issuing Authority or its designee, educational access Video Programming provided by the Issuing Authority or designated educational institution, and governmental access Video Programming provided by the Issuing Authority. A Public, Educational and Governmental Access Channel may not be used to cablecast programs for profit, political or commercial fundraising in any fashion.

(b) Unused time on a PEG Access Channel capacity may be utilized by Licensee subject to applicable law. In the event the Issuing Authority or other PEG access user elects not to fully program its Channel(s), Licensee may reclaim any unused time on the Channel(s).

SECTION 6.2 – PEG ACCESS PROVIDER

Beginning on the Effective Date, the access provider shall provide services to PEG access users and the Town as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG access users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG access users;
- (8) Assist users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 – PEG ACCESS/LOCAL ORIGINATION STUDIO

(a) The Licensee shall continue to operate, maintain and staff its PEG access/local origination studio in the Town, at its current location, through and until July 31, 2008, which is the “PEG Access Transition Date”. After the PEG Access Transition Date, the Licensee shall have no further responsibility to staff or operate said facilities. Prior to the PEG Access Transition Date, the PEG access/local origination studio shall continue to be open those regularly scheduled hours each week similar to the week preceding the Effective Date of this renewal license.

(b) Until the PEG Access Transition Date, the Licensee shall continue to provide the current level of program staff persons for Weston PEG access/local origination Programming service(s). Said person(s), who may be contractors of the Licensee, shall continue to provide support to, and assist and cooperate with, Town personnel and Weston residents in producing and cablecasting events of interest to Weston Subscribers, consistent with the provision of such services on the day preceding the effective date of this Renewal License.

(c) On the PEG Access Transition Date, the access corporation or access provider as designated by the Issuing Authority shall assume responsibility for PEG Access Programming in the Town.

(d) There shall be no charges to the Town for the Licensee’s operation of said PEG access/local origination studio during said period.

SECTION 6.4 – ACCESS LOCAL ORIGINATION DROPS

Within six (6) months of the Execution Date of this Renewal License, Licensee shall construct local origination drops and video return lines at the following locations within the Town: (a) Town Hall (for cost up to \$23,000); and (b) Weston High School (for cost up to \$25,000). Within six (6) month of written notice by the Issuing Authority to the Licensee, the Licensee shall

construct a local origination drop in and video return line to the designated new PEG access studio, which shall be located within the Town (for cost up to \$30,000).

SECTION 6.5 - LICENSEE-OWNED PEG ACCESS/LO EQUIPMENT

(a) No later than the PEG Access Transition Date pursuant to Section 6.4(a), the Licensee shall deed, transfer and convey to the Issuing Authority and/or its designated access provider and/or access corporation, by bill of sale for a total value of One Dollar (\$1.00), all existing Licensee-owned PEG access/local origination studio and production equipment located in the Town existing as of January 1, 2008.

(b) A list of said equipment is attached hereto as **Exhibit E**. Said equipment shall be deeded in "as is" condition and without warranty. The Licensee shall reasonably maintain said equipment, in the same condition as on the Effective Date of this Renewal License, except for normal wear and tear, until the PEG access Transition Date.

(c) After the PEG Access Transition Date, the Licensee shall not be responsible for the repair, replacement and/or maintenance of said equipment.

SECTION 6.6 – PEG ACCESS SUPPORT

(a) No later than July 31, 2008, the Issuing Authority shall establish an access corporation to operate PEG access. On July 31, 2008 or such earlier date so designated by the Town in a written notice to the Licensee the Licensee shall no longer be responsible for PEG access within the Town.

(b) During the period from the Effective Date through May 11, 2010, the Licensee shall provide annual payments to the Issuing Authority or its designee, for PEG access use, equal to four and one-half of one percent (4.5%) of the Licensee's Gross Annual Revenues. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected with

PEG access Programming and operations. Said payments shall be deemed to be Franchise Fee payments and made as follows:

(i) The Licensee shall make an initial advance payment to the Issuing Authority or its designee in the amount of Thirty-Five Thousand Dollars (\$35,000.00) within thirty (30) days of the Execution Date of this Renewal License. Said \$35,000.00 payment shall be credited equally against the first four (4) quarterly payments to the access corporation pursuant to paragraphs (ii), (iii), (iv) and (v) below.

(ii) The Licensee's first quarterly payment to the Issuing Authority or its designee shall be based on the period from May 12, 2008 through June 30, 2008 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said first quarterly payment shall then be due and payable to the Issuing Authority or its designee no later than August 15, 2008.

(iii) The Licensee's second quarterly payment to the Issuing Authority or its designee shall be based on the three-month period from July 1, 2008 through September 30, 2008 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said second quarterly payment shall then be due and payable to the Issuing Authority or its designee no later than November 15, 2008.

(iv) The Licensee's third quarterly payment to the Issuing Authority or its designee shall be based on the three-month period from October 1, 2008 through December 31, 2008 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said third quarterly payment shall then be due and payable to the Issuing Authority or its designee no later than February 15, 2009.

(v) The Licensee's fourth quarterly payment to the Issuing Authority or its designee shall be based on the three-month period from January 1, 2009 through March 31, 2009 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said fourth quarterly payment shall then be due and payable to the Issuing Authority or its designee no later than May 15, 2009.

(vi) The Licensee shall make a second advance payment to the Issuing Authority or

its designee in the amount of Thirty-Five Thousand Dollars (\$35,000.00) on or before January 15, 2009. Said \$35,000.00 payment shall be credited equally against the second four (4) quarterly payments to the access corporation pursuant to paragraphs (vii), (viii), (ix) and (x) below.

(vii) The Licensee's fifth quarterly payment to the access corporation shall be based on the period from April 1, 2009 through June 30, 2009 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said fifth quarterly payment shall then be due and payable to the Issuing Authority or its designee no later than August 15, 2009.

(viii) The Licensee's sixth quarterly payment to the Issuing Authority or its designee shall be based on the three-month period from July 1, 2009 through September 30, 2009 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said sixth quarterly payment shall then be due and payable to the Issuing Authority or its designee no later than November 15, 2009.

(vii) The Licensee's seventh quarterly payment to the Issuing Authority or its designee shall be based on the three-month period from October 1, 2009 through December 31, 2009 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said seventh quarterly payment shall then be due and payable to the Issuing Authority or its designee no later than February 15, 2010.

(x) The Licensee's eighth quarterly payment to the Issuing Authority or its designee shall be based on the three-month period from January 1, 2010 through March 31, 2010 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said eighth quarterly payment shall then be due and payable to the Issuing Authority or its designee no later than May 15, 2010.

(c) Thereafter, Licensee shall provide annual payments to the Issuing Authority or its designee, for PEG access use, equal to three and one-quarter of one percent (3.25%) of the Licensee's Gross Annual Revenues. Licensee's three and one-quarter of one percent (3.25%) payments to the access corporation shall continue to be made on a quarterly basis based on the above-referenced three (3) month accounting periods and subsequent forty-five (45) day due dates. The final

payment shall be based on the period from March 31, 2018 through May 11, 2018, and shall constitute three and one-quarter of one percent (3.25%) of the Licensee's Gross Annual Revenues. Said final payment shall then be due and payable no later than July 1, 2018.

SECTION 6.7 – PEG ACCESS CAPITAL SUPPORT

Licensee shall provide a total capital payment of Sixty Thousand Dollars (\$60,000.00) to the Issuing Authority, or its designee, to be used for the purchase of PEG access equipment and or facilities. All equipment purchased with these funds will be owned, operated and maintained by the Town, or its designee. Said payments shall be made by Licensee within sixty (60) days of the Execution Date of this Renewal License.

SECTION 6.8 – PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channels, all PEG Access Programming shall be modulated, then transmitted from any origination location listed in **Exhibit C** and **Exhibit D**, for the respective timeframe, to the Licensee-owned headend or hub-site, on one of the Licensee-owned upstream channels made available, without charge, to the Town for its use. At the Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) It shall be the Licensee's sole responsibility to ensure that said PEG Access Programming is properly switched, either manually or electronically, to the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel, in an efficient and timely manner. The Licensee shall not charge the Town or the designated PEG access provider for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming pursuant to this Section 6.5.

(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 locations listed in **Exhibit C** and **Exhibit D**, for the respective timeframe, to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(d) The Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio or video signal processing equipment. The Town and/or the PEG access provider shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Licensee's equipment and the Town's or the PEG access provider's equipment shall be at the output of the Town's and/or the PEG access provider's modulator(s) at any of the origination locations in **Exhibit C** and **Exhibit D**, for the respective timeframe.

SECTION 6.9 – REPORT OF DISBURSEMENTS

(a) Annually, within thirty (30) days of the submission to the Town of an audit, financial report or review as required by any agreement between the Town and the access corporation designated by the Town, 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 provider or access corporation, pursuant to Article 6 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 PEG access provider or access corporation 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 Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

SECTION 6.10 – PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access Channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's business. In addition, any Video Programming cablecast under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor or Video Service Provider without the written consent of the Licensee.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 – CUSTOMER SERVICE

(a) The Licensee shall comply with the FCC Customer Service Obligations, codified at 47 C.F.R. § 76.309 as may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

(b) The Licensee's main customer service call centers shall have a publicly listed toll-free telephone number for its Weston Subscribers, unless required otherwise to be a local telephone number or connection by applicable law. Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis. A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service call centers are office is open for business, measured on a quarterly basis, under normal operating conditions. The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.

(c) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call centers. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call centers. In the event that the Licensee does not operate its customer service call center access lines 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. The answering service shall (i) forward all inquiries and Complaints to the Licensee the morning of 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.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after normal business hours to address (i) any emergency situations, (ii) a number of similar Complaint calls and/or (iii) a number of calls coming from the same area. System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within a one (1) hour timeframe, concerning such an outage, or when the Licensee has reason to know of such an outage.

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

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

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

(h) The Licensee shall provide the Issuing Authority, the Cable 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 the Licensee's Billing Practices (ii) Notification of Services, Rates and Charges; (iii) Form of Bill; (iv) Advance Billing, Issuance of Bills; (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service; (vi) Charges for Disconnection or Downgrading of Service; (vii) Billing Disputes; and (viii) Security Deposits.

SECTION 7.2 – CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Cable Division or with the Issuing Authority, each of which shall within ten (10) days forward copies of such Complaints to the other. The Issuing Authority and the Cable Division shall be notified by the Licensee on forms to be prescribed by the Cable Division not less than annually, of the Complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.3 – SUBSCRIBERS' ANTENNAS [SEE M.G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.4 – REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the

Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

SECTION 7.5 – SERVICE INTERRUPTIONS [SEE M.G.L.c. 166A §5(1)]

In the event that the Licensee's Cable Service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the Cable Service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber Cable Service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 7.6 – SUBSCRIBER TELEVISION SETS [SEE M.G.L.c. 166A §5(d)]

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.7 – PROTECTION OF SUBSCRIBER PRIVACY

The Licensee shall comply with all applicable federal and state privacy laws and regulations adopted pursuant thereto.

SECTION 7.8 – MONITORING [SEE 47 USC 551]

Neither the Licensee nor its agents nor the Issuing Authority nor its agents shall without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any 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, unless otherwise required by applicable law; provided, however, that the Licensee may conduct system-wide or individually

addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties 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. 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.

SECTION 7.9 – POLLING [SEE 47 USC 551]

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 7.10 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, the Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by the Licensee as confidential, to the extent so designated by the Licensee and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. The Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable

System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Licensee to competitively sensitive. In the event that the Issuing Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify Licensee of such request and cooperate with Licensee in opposing such request, to the extent permitted by law.

SECTION 7.11 – EMPLOYEE IDENTIFICATION CARDS

All of the Licensee’s employees, including repair and sales personnel, entering private property shall be required to carry an employee photo identification card issued by the Licensee.

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 – PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

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

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 – INDEMNIFICATION [SEE M.G.L.c. 166A §5(b)]

(a) The Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give the Licensee timely written notice so as not to prejudice its obligation to indemnify and defend the Issuing Authority after receipt of a claim or action pursuant to this Section 9.1. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

(b) The Issuing Authority and/or its designee shall indemnify Licensee for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of Programming shown on any PEG Access Channel and from claims arising out of the Issuing Authority's rules for or administration of PEG access.

SECTION 9.2 – INSURANCE [SEE M.G.L.c. 166A §5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, §5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars

(\$1,000,000) 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). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(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). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 9.3 – PERFORMANCE BOND [SEE M.G.L.c. 166A §5(k)]

(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) 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).

(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 9.4 – LIQUIDATED DAMAGES

For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Town, subject to Section 9.9 – NOTICE AND OPPORTUNITY TO CURE below. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 9.9 below, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 9.9 below.

- (1) For failure to provide and maintain video return lines pursuant to Section 3.5 – VIDEO RETURN LINES, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.
- (2) For failure to operate and maintain the Cable Television System, in accordance with Section 4.1 – SYSTEM MAINTENANCE herein, Fifty (\$50.00) per day, for each day such non-compliance continues.
- (3) For failure to comply with the PEG access commitments contained in accordance with Section 6.1 – PEG ACCESS CHANNEL(S), Section 6.5 – PEG ACCESS SUPPORT and Section 6.6 – PEG ACCESS CAPITAL SUPPORT herein, Fifty (\$50.00) per day, for each day such non-compliance continues longer than 30 days.

- (4) For failure to comply with the FCC's Customer Service Obligations, and the Massachusetts Department of Telecommunications and Energy ("DTE"), Cable Division, Billing Practices Regulation 207 CMR §10.01 et seq., as each may from time to time be amended, pursuant to Section 7.1 – CUSTOMER SERVICE, Fifty Dollars (\$50.00) for each day that any such non-compliance continues.
- (5) For failure to maintain the bonds and insurance required by Section 9.2 – INSURANCE and Section 9.3 – PERFORMANCE BOND herein, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.
- (6) For failure to request the advance, written approval of the Issuing Authority for any transfer of the Renewal License, in accordance with Section 9.10 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE herein, One Hundred and Fifty Dollars (\$150.00) per day, for each day that such non-compliance continues.

SECTION 9.5 – FRANCHISE AND LICENSE FEES [SEE M.G.L.c. 166A §9]

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total franchise fees 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 also include (i) the PEG Access Annual Support (Section 6.5), (ii) PEG Access Capital Support (Section 6.6) and (iii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) interest due herein to the

Issuing Authority because of late payments; and (ii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed to in writing by the parties.

SECTION 9.6 – REPORTS [SEE M.G.L.c. 166A §8 and §10]

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.7 – EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.8 – REVOCATION OF LICENSE [SEE M.G.L.c. 166A §11]

The License issued hereunder may, after due written notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, § 4;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in M.G.L.c. 166A, § 5(j);

(d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein;

(f) For repeated failure to comply with the material terms and conditions herein requires by this M.G.L.c. 166A, § 5; and

(g) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 9.9 – NOTICE AND OPPORTUNITY TO CURE

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

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above , then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.10 – TRANSFER OR ASSIGNMENT [SEE M.G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the

application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify the Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on the Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.11 – REMOVAL OF SYSTEM [SEE M.G.L.c. 166A §5(f)]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.12 – INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-

performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 – SEVERABILITY

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

SECTION 10.2 – FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Licensee's control.

SECTION 10.3 – NOTICES

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

Town of Weston
Attn: Board of Selectmen
Town House Road
Weston, MA 02493

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

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

with copies to:

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

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

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

SECTION 10.4 – ENTIRE AGREEMENT

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

SECTION 10.5 – CAPTIONS

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

SECTION 10.6 – WARRANTIES

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

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

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

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

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

SECTION 10.7 – APPLICABILITY OF RENEWAL LICENSE

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

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Public School Buildings:

Weston High School	444 Wellesley Street
Weston Middle School	456 Wellesley Street
Country School	2 Alphabet Lane
Field School	99 School Street
Woodland School	10 Alphabet Lane

Municipal Buildings:

Weston Town Hall	11 Town House Road
Weston Public Library	87 School Street
Weston Recreation Center	20 Alphabet Lane
Case House	89 Wellesley Street
School Transportation Office	456 Wellesley Street, Rear
Weston Police Station	180 Boston Post Road By-Pass
Weston Fire Station	394 Boston Post Road
Weston Fire Station #2	390 South Avenue (Rt. 30)
Brook School Apartments	44 School Street
Council on Aging	20 Alphabet Lane
Weston Channel 9 Studio	44 School Street
DPW Parks & Cemetery	190 Boston Post Road By-Pass
DPW Director's Office	190 Boston Post Road By-Pass
DPW Highway Division Garage	190 Boston Post Road By-Pass

EXHIBIT B
PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT C

I-NET BUILDINGS

Public School Buildings:

Weston High School	444 Wellesley Street
Weston Middle School	456 Wellesley Street
Country School	2 Alphabet Lane
Field School	99 School Street
Woodland School	10 Alphabet Lane

Municipal Buildings:

Weston Town Hall	11 Town House Road
Weston Public Library	87 School Street
Weston Recreation Center	20 Alphabet Lane
Case House	89 Wellesley Street
School Transportation Office	456 Wellesley Street, Rear
Weston Police Station	180 Boston Post Road By-Pass
Weston Fire Station	394 Boston Post Road
Weston Fire Station #2	390 South Avenue (Rt. 30)
Brook School Apartments	44 School Street
Council on Aging	20 Alphabet Lane
Weston Channel 9 Studio	44 School Street
DPW Parks & Cemetery	190 Boston Post Road By-Pass
DPW Director's Office	190 Boston Post Road By-Pass
DPW Highway Division Garage	190 Boston Post Road By-Pass

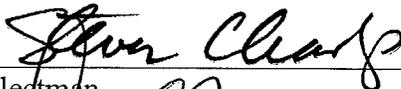
SIGNATURE

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 12th DAY OF

May 2008.

TOWN OF WESTON

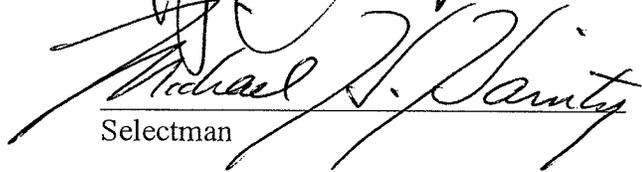
By:



Selectman



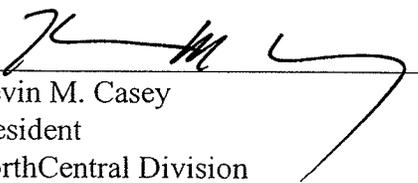
Selectman



Selectman

COMCAST OF MASSACHUSETTS I, INC.

By:



Kevin M. Casey
President
NorthCentral Division

EXHIBIT D

VIDEO RETURN LINES

Public School Buildings:

Weston High School	444 Wellesley Street
Weston Middle School	456 Wellesley Street (direct fiber link to Weston High School)

Municipal Buildings:

Weston Town Hall	11 Town House Road
Weston Public Library	87 School Street

EXHIBIT E

PEG ACCESS/LOCAL ORIGINATION EQUIPMENT

Qty.	Description	Manufacturer	Model	Serial No.
2	Desk			
10	Set Chairs			
2	filing cabinets			
2	studio chairs			
3	Tables			
1	CBB COMPUTOR	COMPAQ	DESK PRO	6911BW42F098
1	CBB MONITOR	HEWETT PACKARD	D5258A	TH02802866
1	CBB KEYBOARD	COMPAQ	B1399ON	39HHP5U
1	MODULATOR	CADCO	M-369	
2	BATTERIES	ANTON BAUER	TRIMPAC 14	
1	POWER CHARGER FOR CAMERA	ANTON BAUER	IA 2000	10253
1	DIG. VID. CAS. RECORDER	Sony	DSR-1	10589
2	Cam Body Front	Sony	DXC-327-B	11649, 10826
1	Cam Body Front	Sony	DXC-327-B	11651
1	Cam Body Front	Sony	DXC-327-B	10868
4	CAM LENS	CANON	CCD14X	
1	CAM BODY BACK	Sony	CA-327	14299
1	CAM BODY BACK	Sony	CA-327	22262
1	CAM BODY BACK	Sony	CA-327	13396
2	TRIPOD	VINTEN	VISION 5FL	2988 & 804453
3	TRIPOD	BOGEN	3192	
3	DOLLY	BOGEN	3067	
1	ELECTRIC VIEWFINDER	Sony	DXF-41	31404
2	ELECTRIC VIEWFINDER	Sony	DXF-15	31343, 31344
1	ELECTRIC VIEWFINDER	Sony	DXF-40B	5000429
2	CAM CABLE 14 PIN			
1	CAM CABLE 27 PIN			
6	CAM ARM CONTROL	CANON	L026	
4	HEAD PHONE	Sony	DR-100	
9	STUDIO LIGHTS	LOWEL	OMMI	
2	STUDIO LIGHTS	COLORTRAN	104-015	
6	WIRELES LAV	SURE	ULX514/83	0710030219 TO 24
1	WIRELES LAV	SAMSON	UR1	57U210102
1	WIRELES LAV	SAMSON	UR1	57U110460
1	BOOM MIC	BEYERDYNAMIC	MCE86NCS	10475
1	BOOM MIC	BEYERDYNAMIC	MCE86NCS	10719
3	MIC	SURE	VP64A	
2	MIC STAND	ATLES SOUND		
1	TABLE MIC STAND			
1	AUDIO MIXER	SURE	M267	CA580283

1	DIG. AV MIXER	PANASONIC	WJ-MX20P	J2TVA0008
2	CAMERA	CANON	GL1	2440300027 & 28
1	CAMERA	CANON	GL2	132630700076
1	CAMERA	CANON	GL2	132660700787
4	TRIPODS	BOGEN	3433	
4	ZOOM CONTROLLERS	CANON	ZR-1000	
2	CAMERA LIGHTS	CANON	N118	
2	MIC ADAPTER	CANON	NMA-300	
1	3/4 INCH DECK	SONY	VO 5850	71626
1	3/4 INCH DECK	SONY	VO 5800	72418
1	3/4 INCH DECK	SONY	VO 7000	17614
1	3/4 INCH DECK	SONY	VO 5000	10490
1	DV CAM DECK	SONY	DSR-60	10894
1	CCU	SONY	CCU-M5	16857
1	CCU	SONY	CCU-M5	16861
1	CCU	SONY	CCU-M5	100038
1	CD PLAYER	FISHER	AD738	P2238615
1	TAPE PLAYER	TAC	225	270166
1	TV MONITOR FOR THE CHANNEL	VIDEOTEX	RM13TR	01870657C
1	WAVE FORM MON.	HITACHI	V-099	6110025
1	VECTORSCHOPE	HITACHI	V-89	6070321
2	TV MONITOR	VIDEOTEX	AVM13S	
1	STUDIO AUDIO BOARD	SONY	86B	21079
1	EDIT CON. UNIT	SONY	RM-450	CD409153
1	COMUTOR FOR GRAPHICS	COMPIX CG	COMPIX	604310592
1	MONITOR	RADIUS	0010907	SNM520A11031
1	KEYBOARD GRAPHICS	MICROSOFT	KC 0405	7619801661481
3	VIDEO MONITORS	PANASONIC	WV-BM500	02W10954 TO 56
1	TBC	PRIME IMAGE	PI	
1	DIG. VID. CAS. RECORDER	PANASONIC	AG-DV2000P	12HT00139
1	DVD RECORDER	PANASONIC	DMR-T2020	KW2CA001406
1	DIG. VID. CAS. RECORDER	JVC	BR-DV3000U	10832319
1	DIG. VID. CAS. RECORDER	JVC	BR-DV3000U	7831499
1	DIG. VID. CAS. RECORDER	JVC	BR-DV3000U	7831501
1	DIG. VID. CAS. RECORDER	JVC	BR-DV3000U	8934592
1	LEIGHTRONIX	LEIGHTRONIX	MIMI -T-PRO	05681MTP
1	DVD PLAYER	PANASONIC	DVD-RV32	VB2FA005869
1	VHS PLAYER	PANASONIC	AG-1340P	B2TBO2037
1	EFFECTS GEN.	JVC	KM-2000U	1515157
1	COLAR VID. MONITOR	PANASONIC	CT-2789VYD	LB31630333
1	TV MONITOR CART	BRETFORD	E	
4	CORDLESS HEAD SET	EARTEC CO	TD - 900	
1	SPEAKER	SENTRY	100A	
1	Stereo Amp	Realistic	SA150	Mod. 31-1195
1	Non Lin - Editor	Casablanca	Avio macro System	221967-3
1	Monitor	PANASONIC	CT-2086YD	MB12040264
1	Video switcher	PANASONIC	6XK01287	

1	PATCH BAY SYSTEM	3M	80970000776	118616961
1	PATCH BAY SYSTEM	3M	80970000776	?
3	CAMERA CASES	PELICAN	1550	
3	CAMERA CASES	PORTABRACE		
10	BATTERY PACK FOR CAMERS	CANON	BP-915	