

-City of Newton Cable Television License-

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

RCN TELECOM SERVICES OF MASSACHUSETTS, LLC

SETTI D. WARREN

MAYOR

**CITY OF NEWTON,
MASSACHUSETTS**

DATED

JULY 21, 2016

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A G R E E M E N T

This Cable Television Renewal License entered into by and between the Mayor of the City of Newton, Massachusetts, as Issuing Authority (the "Issuing Authority"), and RCN Telecom Services of Massachusetts, LLC ("RCN" or the "Licensee"), for the grant of a cable television renewal license pursuant to M.G.L. c. 166A.

W I T N E S S E T H

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

WHEREAS, RCN holds an existing cable television license entered into with the Issuing Authority and, as amended, will expire on September 21, 2016; and

WHEREAS, RCN timely notified the Issuing Authority of its interest in entering into a cable television renewal license with the Issuing Authority in accordance with section 626 of the Cable Act and the Issuing Authority timely notified RCN of its commencement of the ascertainment process; and

WHEREAS, the Issuing Authority and RCN have engaged in informal meetings and RCN has provided certain information requested by the Issuing Authority, as well as a Cable Division Form 100; and

WHEREAS, the Issuing Authority has conducted ascertainment through internal meetings and meetings with the Access Corporation and has gathered information regarding the cable related needs and interests of the City of Newton; and

WHEREAS, the Issuing Authority conducted public ascertainment hearings, pursuant to Section 626 of the Cable Act, on April 5, 2016, in order to (1) ascertain the future cable related community needs and interests of Newton, and (2) review the performance of RCN and its predecessors during its then-current license term; and

WHEREAS, the Issuing Authority sent a Request-for-a-Renewal Proposal ("RFP") to RCN, dated May 17, 2016, pursuant to Section 626(b) of the Cable Act; and

WHEREAS, RCN submitted a renewal proposal on June 13, 2016, and Massachusetts Cable Division Form 100 to the City of Newton, dated March 25, 2015, in response to the City's RFP for a renewal license to operate and maintain a Cable Television System in the City of Newton; and

WHEREAS, the Issuing Authority and RCN engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for Comcast's continued operations and maintenance of its Cable Television System in the City of Newton.

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

ARTICLE 1

DEFINITIONS

Section 1.1--DEFINITIONS

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

(1) **Access:** The right or ability of any Newton resident and/or any Persons affiliated with a Newton institution to use designated Public, Education and Government ("PEG") facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use.

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

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

(5) **Affiliate or Affiliated Person:** When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

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

(7) **CMR:** The Code of Massachusetts Regulations.

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

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

(10) **Cable Service or Service:** The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally. If, during the term of this Renewal License, the definition of Cable Service or Service is modified under federal law, the parties shall in good

faith discuss an amendment to the definition of these terms.

(11) **Cable Television System or Cable System:** A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems. If, during the term of this Renewal License, the definition of Cable Television System or Cable System is modified under federal law, the parties shall in good faith discuss an amendment to the definition of these terms.

(12) **City:** The City of Newton, Massachusetts.

(13) **City Solicitor:** The City Solicitor of the City of Newton, Massachusetts.

(14) **Commercial Subscriber:** A commercial, non-residential Subscriber to Cable Service.

(15) **Complaint:** 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.

(16) **Converter:** Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(17) **Department of Public Works ("DPW"):** The Department of Public Works of the City of Newton, Massachusetts.

(18) **Downstream Channel:** A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

(19) **Drop or Cable Drop:** The cable that connects an Outlet to feeder cable of the Cable System.

(20) **DTA:** The acronym for digital transport adapter.

(21) **Educational Access Channel:** A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority, educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public.

(22) **Effective Date of Renewal License (the "Effective Date"):** September 22, 2016.

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

(24) **Government Access Channel:** A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or his or her designees for the presentation of non-commercial programming and/or information to the public.

(25) **Gross Annual Revenues:** All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View, Pay-To Own; revenues from any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by an agency, court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; all streaming video revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting Principles ("GAAP"); provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. Where Cable Services are bundled together with non-Cable Services, the allocation of revenues to Cable Services shall be made in accordance with Section 8.1(e) of this Renewal License.

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

(27) **High Definition ("HD"):** Being or relating to a digital television system with a minimum of 720p or 1080i or 1080p horizontal lines.

(28) **Hub or Hub Site:** A sub-Headend, generally located within a Cable Television community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber node or transportation super trunk.

(29) **Issuing Authority:** The Mayor of the City of Newton, Massachusetts.

(30) **Leased Channel or Leased Access:** A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

(31) **License Fee or Franchise Fee:** The payments to be made by the Licensee to the City of Newton and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the

Cable Act and M.G.L. Ch. 166A.

(32) **Licensee:** RCN Telecom Services of Massachusetts, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(33) **MFIS:** Municipal Fiber Information System, as described in Sections 4.1 through 4.8 and Exhibits 1 and 2 hereto.

(34) **Normal Business Hours:** Those hours during which most similar businesses in Newton are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(35) **Origination Capability or Origination Point:** An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(36) **Outlet:** An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.

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

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

(39) **Pay-To-Own:** Programming delivered for a fee or charge to Subscribers who purchase the right to view such Programming, which is stored for future viewing by the Subscriber.

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

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

(42) **PEG Access Channels:** Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

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

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

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

(46) **Public Way or Street:** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation

or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

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

(48) **Scrambling/encoding:** The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.

(49) **Service:** Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

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

(51) **Standard Definition ("SD"):** a television system that uses a resolution that is not considered to be either High Definition or enhanced definition television (EDTV 480p).

(52) **State:** The Commonwealth of Massachusetts.

(53) **Subscriber:** Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, Cable Television System.

(54) **Subscriber Network:** The 860 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers, as further described in Section 3.1 of this Renewal License.

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

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

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

(58) **Video Programming or Programming:** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Mayor of the City of Newton, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the City of Newton.

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

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

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any applicable regulations of the City and any special laws or City by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on September 22, 2016 and shall expire on September 21, 2026.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

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

(b) The issuance of additional license(s) shall be subject to applicable federal and state law(s), including statutes, judicial decisions and agency decisions and regulations.

Section 2.4---POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and City laws, ordinances of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the City. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term; (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law; or (3) the Licensee is using its facilities to provide other, non-cable services pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal

License granted to the Licensee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred twenty (120) days of receipt of said application. After one hundred twenty (120) days, the application shall be deemed approved.

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

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

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

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the City an 860 MHz Subscriber Network. Said Cable System shall be fully capable of carrying at least one hundred ten (110) video channels, including PEG Access Channels, in the downstream direction.

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

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to applicable FCC technical specifications. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

(d) The Licensee shall continue to operate and maintain a Hub facility in the City for the entire term of this Renewal License.

Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network described in Section 3.1 herein shall comply with the FCC's Emergency Alert System ("EAS") regulations and other applicable laws regarding the EAS.

Section 3.3---PARENTAL CONTROL CAPABILITY

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

Section 3.4---CHANGES IN TECHNOLOGY AND REGULATION

At the request of the Issuing Authority, the parties shall meet no more than once annually in order to discuss any developments in the deployment or adoption of technology and changes in federal, state or local regulation applicable to the terms and conditions of this License. Nothing in this Section precludes the parties from meeting more frequently on a mutually acceptable basis.

ARTICLE 4

MUNICIPAL FIBER INFORMATION SYSTEM

Section 4.1-MFIS OPERATION AND USE

(a) As of the Effective Date, the Licensee shall continue to operate and maintain, at its sole cost and expense, a two-strand single mode fiber-optic Municipal Fiber Information System ("MFIS"), as more fully described in Exhibits 1 and 2, attached hereto, for the exclusive use of the Issuing Authority, his or her designees, and other City users. The City shall have the right to use the MFIS for any non-commercial purposes whatsoever, including, but not limited to, carrying Internet Services(s) from third parties for City use on the MFIS for the City's internal use only, without any charges of any kind levied by the Licensee. The MFIS shall be capable of providing voice, video and data services between any locations specified in Exhibit 1 hereto. The Licensee shall provide professional consulting services to the City in order to facilitate video and data transmission capacity over the MFIS. Designated users shall be able to transmit to other users using a modem, processor, modulator and/or other necessary equipment.

(b) Availability: The Licensee shall ensure that each fiber link of the MFIS is available for use twenty-four (24) hours a day, seven (7) days a week.

Section 4.2- NO COST TO CITY

(a) There shall be no charges to the Issuing Authority, the City, City users and/or Subscribers for MFIS operation, maintenance, repair, replacement, termination and/or installation costs. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item or otherwise pass through any MFIS costs to Subscribers, the Licensee may only do so in compliance with such applicable laws and regulations and only after at least thirty (30) days prior notice to the Issuing Authority and such other notice required by law.

(b) If applicable and if the Licensee decides to line item or pass through MFIS costs, then the Licensee shall provide a written explanation of any such line itemed or pass through MFIS costs, in sufficient detail to enable the Issuing Authority to understand how such MFIS costs were calculated and derived (including inputs and assumptions) and are in accordance with applicable laws. Unless otherwise agreed to by the parties, the Licensee shall provide said written explanation to the Issuing Authority, at least thirty (30) days prior to the line item or pass through of MFIS costs.

Section 4.3- DESCRIPTION AND ACTIVATION OF THE MFIS

(a) The MFIS shall continue to comply in all respects with the "Municipal Fiber Information System Description" attached hereto as **Exhibit 2** and incorporated herein.

(b) Fiber Terminations: The Parties acknowledge that there are existing fiber terminations. Construction, installation and activation of any additional free-of-charge Termination to each of the MFIS buildings shall be completed within sixty (60) days of designation by the Issuing Authority or its designee, for aerial Terminations, and within one hundred twenty (120) days of such designation for underground Terminations, or upon such earlier or later date as may be mutually agreed upon by the Parties with regard to any such Termination. The Licensee shall coordinate with the Issuing Authority and discuss with the Director of the City's IT Department or his designee the location of each connection in each of the MFIS buildings designated to receive a Termination prior to the installation of such a Termination. The parties will exchange their contact information in writing in order to implement this Section.

(c) Licensee shall continue to provide the City with two (2) pairs of additional fiber for added connectivity to the Elliot Street DPW facility, without charges and/or costs of any kind to the Issuing authority, the City and/or its departments. The Issuing Authority or his or her designee shall decide how such capacity will be allocated.

Section 4.4- DOCUMENTATION

(a) Within thirty (30) days of the execution of this Renewal License, Licensee shall provide to the City current, updated documentation of the MFIS in a computer-readable format acceptable to the City's Information Technology Department Director, including the following information with respect to each fiber strand of the MFIS:

- (i) The label used to identify the strand at its Termination at the Licensee's Walnut Street Hub Site in the City;
- (ii) The label used to identify the strand at its Termination in the City building;

- (iii) The condition or status of the strand (in use, dark, or unusable) and, if in use, the purposes to which the strand is allocated; and
- (iv) If the strand is patched or connected to another strand or piece of Licensee equipment at the Licensee's Walnut Street Hub Site, then a detailed description of such other strand or piece of equipment.

(b) Licensee shall provide the City with updates of the documentation required in Section 4.4(a) above within ten (10) days after such updates are made. In addition, on an annual basis during the term of this Renewal License, the Licensee shall perform a physical inventory of the patch connections at the Licensee's Hub and provide to the City an updated version of the documentation reflecting the Licensee's updated physical inventory. Such updated version shall be provided to the City within ten (10) days of such update.

Section 4.5- MFIS MAINTENANCE, DEMARCATION POINT

(a) The MFIS shall be maintained and operated in compliance with **Exhibit 2** and the provisions of this Renewal License. The Licensee shall have sole responsibility for maintaining the MFIS for the term of this Renewal License, except for equipment not directly under its control and/or ownership.

(b) The MFIS shall be maintained and operated at all times using current best practices for fiber optic systems, and consistent the operation and maintenance standards of Licensee with respect to the Cable System.

(c) The demarcation point for individual fiber links of the MFIS shall be the Termination of the fiber patch panel in a City building. The patch panel in the Licensee's Hub shall not be considered a demarcation point.

(d) In the event that there are any technical problems with the MFIS, excluding any devices, hardware or software not under the control or ownership of the Licensee, the Licensee shall resolve the technical problem promptly. Should a technical problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. In the event that such problem persists, the Issuing Authority shall have the right to request a performance test in accordance with Section 4.8 below.

Section 4.6- MFIS CONTACT PERSONS, SCHEDULED MAINTENANCE

(a) All requests for MFIS maintenance shall be coordinated by and between MFIS contact persons to be designated by each Party within thirty (30) days after the Effective Date. The Parties shall update and keep current their respective MFIS contact persons and their contact information by giving notice to each other in accordance with Section 16.11 of this Renewal License or any other written method of notification mutually agreed upon in writing by the Parties.

(b) The Licensee shall provide a minimum of one (1) week's prior notice to the City's MFIS contact person prior to performing scheduled MFIS maintenance and scheduled Subscriber Network maintenance activities that may impact the MFIS operation or service quality. For all Cable System maintenance activities likely to impact the MFIS operation or service quality, the Licensee shall notify the City's MFIS contact person prior to the commencement of any such work.

Section 4.7- OUTAGES/SERVICE DEGRADATION

(a) The Licensee's response to all MFIS outages or significant service degradations shall meet the same standards as its response to Subscriber Network outages and service degradations, but in any case within two (2) hours of notification or when Licensee knew of the outage or should have known of the outage, whichever is earlier. Upon request by the Issuing Authority, the Licensee shall provide a copy of these standards.

(b) The Licensee shall maintain and replace in a timely manner all equipment that is on the Licensee's side of the MFIS demarcation point without any charge(s) to the Issuing Authority, the City and/or Subscribers. The City shall be responsible for maintaining and replacing any end-user equipment that it owns or leases and operates.

Section 4.8- PERFORMANCE TESTS

The Issuing Authority shall have the right to reasonably request a performance test of the MFIS should such technical problems as referenced in Section 4.5(d) above persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within such seven (7) days period and submit results to the Issuing authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed within such seven (7) day period.

ARTICLE 5

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Section 5.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) Subject to the paragraph (b) below, the area to be served is the entire City of Newton. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the City or easements in the City over which the City has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s).

(b) Within thirty (30) days of the Effective Date, the Licensee shall provide to the Issuing Authority (i) a list of all residences in areas served underground for which Cable Service is not available from Licensee as of the Effective Date; (ii) a timetable setting out when Cable Service will be available to such residences in accordance with this subparagraph (b); and (iii) an explanation of any problems that the Licensee anticipates in providing Cable Service to such residences. Provided that the Licensee provides said information in a timely manner, the Licensee shall only be required to provide Cable Service to residences in such areas served underground where the Licensee can access the residence network interface at a cost to the Licensee not to exceed One Thousand (\$1000.00) Dollars per such residence, as measured from the Licensee's nearest Cable System plant, plus the cost of a 125 foot aerial service drop,

- (i) In the event that any home in an underground area in the City can be connected to Licensee's Cable System for an amount not to exceed one thousand dollars (\$1000.00) plus the cost of a 125 foot aerial service drop, and the resident requests such connection, the Licensee shall complete such connection expeditiously, but in no event later than thirty (30) days from the date of the resident's request for service.
- (ii) In the event that any home in an underground area in the City cannot be connected to Licensee's Cable System for an amount not to exceed one thousand dollars (\$1000.00) plus the cost of a 125 foot aerial service drop, after a resident requests such connection, the Licensee shall not be required to provide such connection to such home; provided, however, that the Licensee shall still be required to provide such connection to a home in the event that the resident agrees to pay for any connection costs in excess of one thousand dollars (\$1000.00) plus the cost of a 125 foot aerial service drop that the Licensee is required to expend under Section 5.1(b)(1) above.
- (iii) The Licensee shall provide the homeowner with a detailed written estimate of such additional costs over of one thousand dollars (\$1000.00) plus the cost off a 125 foot aerial service drop for which the homeowner would be responsible. If the homeowner agrees to pay for such additional costs, the Licensee shall complete the connection expeditiously, but in no event later than thirty (30) days from the date of the homeowner's request for service. If a payment by the homeowner is required before the Licensee commences its connection work, said thirty (30) day period will commence on the date of such payment.

(c) The Licensee shall make its Cable System available to residents of the City, unless legally prevented from doing so, subject only to the installation charges herein.

(d) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred twenty-five feet (125') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 125' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 125' from the existing aerial Trunk and Distribution System and additions thereto.

Section 5.2---SERVICE TO COMMERCIAL ESTABLISHMENTS

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

Section 5.3---LOCATION OF THE CABLE TELEVISION SYSTEM

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

(b) The Licensee shall place facilities, equipment and fixtures where they will minimize effects

on any gas, electric, telephone, water, sewer, or other utility facilities, and shall not obstruct or hinder in any manner the operation, maintenance or replacement of such utility facilities.

Section 5.4---UNDERGROUND FACILITIES

(a) In the areas of the City having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the City, unless the City makes public funds available to occupiers of the rights-of-way to aid in the cost of said underground project(s).

(b) Pursuant to Section 5.4(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City by-laws, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes shall be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in Section 5.4(a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Nothing in this Section 5.4 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. The obligations of the Licensee under this Section 5.4 are subject to the conditions contained in Section 5.1 supra of this Renewal License.

Section 5.5---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or his or her designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to applicable regulations of the City.

Section 5.6--RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority and/or his or her designee(s) 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 performance thereof. Upon failure of the Licensee to comply within the specified time period, 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 demand by the Issuing Authority.

Section 5.7---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City at no cost to the City, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 5.8---DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable advance notice, without cost to the City, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or his or her designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

Section 5.9---SAFETY STANDARDS

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

(b) The Licensee's operating and maintenance personnel shall be trained in the safe operation of equipment and vehicles and all equipment and appliances shall be operated in such a way as to prevent injury to persons or property. All areas of the Cable System shall be routinely inspected and maintained to prevent the development of conditions that could pose safety hazards.

(c) All structures, lines, equipment, connections in, over, under, and upon Public Ways shall at all times be kept and maintained in a safe condition and in good order and repair.

(d) The Licensee shall comply with City traffic and safety regulations and procedures and agrees to work cooperatively with the City to insure such compliance.

(e) The Licensee shall make available upon request of the Issuing Authority its safety standards and procedures.

Section 5.10---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the City's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at City approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on the construction maps submitted to the City in accordance with Section 5.13 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways

in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 5.11---PRIVATE PROPERTY

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

Section 5.12---RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or his or her designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal license in order to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

Section 5.13--CABLE SYSTEM MAPS

(a) The Licensee shall provide, upon written request of the Issuing Authority or its designee, not more than once annually, as built strand maps of the Cable System, including the MFIS. If changes are made in the Cable System that affect the accuracy of such strand maps, the Licensee shall provide to the Issuing Authority updated as built strand maps within thirty (30) days following said changes.

(b) Upon the City's written request, the Licensee shall supply the City with (1) a full set of Computer-Aided-Design/Computer-Aided-Mapping ("CAD-CAM") maps of the Cable System and MFIS, or (2) such Cable System and MFIS maps in electronic format, for the City's use, without charge(s) to the Issuing Authority and/or any City department. The Licensee shall update and maintain said mapping on an annual basis throughout the term of this Renewal License. Said maps shall separately show, among other things, all of the Licensee's Cable System plant and the MFIS in the City. All such maps shall be used only for purposes of administering this Renewal License, including operation of the MFIS.

Section 5.14---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers. The Licensee shall provide such other notices regarding service interruption in order to comply with the Americans with Disabilities Act ("ADA").

Section 5.15---DIG SAFE

The Licensee shall comply with all applicable "Dig-Safe" provisions, pursuant to M.G.L. Chapter 82, Section 40 and the "Dig-Safe" regulations of the Department of Public Utilities.

ARTICLE 6

SERVICES AND PROGRAMMING

Section 6.1---BASIC SERVICE

The Licensee shall provide a Basic Service, which shall include all Signals which are required to be carried by a Cable Television System serving the City pursuant to applicable federal statute or regulation. In the event that due to a change in law the Licensee is not required to provide a Basic Service, the Licensee agrees to keep PEG Access Channels on its lowest cost tier of service, such that PEG Access Channels may be viewed by the maximum number of Subscribers within the City.

Section 6.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 3**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 3**, attached hereto, shall be at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Newton Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 6.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612(b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 6.4--- CABLE COMPATIBILITY

The Licensee shall maintain equipment compatibility in accordance with applicable law and regulation.

Section 6.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result

of Cable System or equipment failures. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 6.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS WITHOUT CHARGE(S)

(a) The Licensee shall provide or continue to provide (as the case may be) a Cable Drop, an Outlet, and monthly Basic Service to those public buildings and schools, listed in **Exhibit 4** hereto, along its cable routes at no cost to public schools, police and fire stations, public libraries, and any other public buildings or locations, all to the extent requested and designated in writing by the Issuing Authority during the Renewal License term. The Licensee shall provide at no cost one (1) converter per Cable Drop if required for the reception of Basic Service.

(b) The Licensee shall install or repair any such Cable Drop and Outlet within sixty (60) days of any such request from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of the Cable Drops and/or Outlets shall be designated in advance by the Issuing Authority or his or her designee(s).

(c) The Licensee shall discuss the location of each Cable Drop and/or outlet with the City Department of Information Technology prior to any such installation.

(d) If changes in technology used by the Licensee require additional equipment in order to receive service, the Licensee shall be responsible for the cost of such equipment.

(e) Within seven (7) days of the Effective Date, The Licensee and Issuing Authority shall identify their respective contact persons for purposes of receiving and making requests for the provision, replacement activation and maintenance of Cable Drops, Outlets and DTA's and for any service-related issues. Each party shall notify the other party within seven (7) days of any change in its contact person or other contact information.

(f) The Parties shall make good faith efforts to maintain records of the public buildings and schools provided with a Cable Drop, Outlet, DTA and monthly Basis Service under this Section 6.6, the facilities installed at each such location and the working condition of such facilities. Upon request of either party, the Parties shall exchange these records.

Section 6.7---INTERNET ACCESS CAPACITY

Commencing with the Effective Date and throughout the term of this Renewal License, the Licensee shall provide a two hundred (200) Mbps downstream, two hundred (200) Mbps upstream, full duplex Internet connection to the City at no charge of any kind to the Issuing Authority, the City and/or its departments. The Issuing Authority and/or his or her designee(s) shall determine how such capacity will be allocated. In the case of any new connections, the Licensee shall make reasonable efforts to provide such connections within thirty (30) days of a request by the Issuing Authority and/or his or her designee(s).

ARTICLE 7

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 7.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of Public, Educational and Governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 7 herein; provided, however, that if during the term of this Renewal License an access corporation ceases to be responsible for the provision of PEG Access Programming to Subscribers, the Issuing Authority shall notify the Licensee and the parties shall discuss the effects, if any, of such a change on the terms and conditions of this Renewal License and any appropriate amendment.

Section 7.2---PEG ACCESS CORPORATION

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

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 7.3 below;

(2) Manage PEG Access annual funding, pursuant to Section 7.5 below;

(3) Purchase, maintain and/or lease PEG Access equipment, with the funds allocated for such purposes in Section 7.6 below;

(4) Conduct training programs in the skills necessary to produce quality PEG Access programming

(5) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;

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

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

(8) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on City issues, events and activities.

Section 7.3---PEG ACCESS CHANNELS, LOCATION AND RELOCATION

(a) The Licensee shall continue to make available for use by the Issuing Authority, his or her designees and/or the Access Corporation three (3) Licensee-owned Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the City and/or the Access Corporation and shall be subject to the control and management of the Issuing Authority and/or the Access Corporation.

(b) All PEG Access Channels shall be available on the tier of service to which all Subscribers must subscribe (currently the Basic Service tier), or if there is no such tier, the PEG Access Channels will be provided to every Subscriber without charge beyond the charge the Subscriber pays for the cable services and equipment the Subscriber receives.

(c) The Licensee shall use commercially reasonable efforts: (i) to maintain its initial PEG Access Channel assignments during the term of this Renewal License, and (ii) to establish initially, and thereafter maintain, PEG Access Channels in consecutive channel positions (numbers) on the Licensee's channel lineup. Notwithstanding the foregoing, the Licensee specifically reserves the right to make or change channel assignments in its sole discretion subject to the terms of this Section 7.3(b), provided that such PEG channels remain on the Basic Service Tier in accordance with any such requirements of the Communications Act. The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels, established in paragraph (a) above, without at least sixty (60) days advance, written notice to the Issuing Authority, his or her designee(s) and/or the Access Corporation. In the event that the Licensee does relocate a PEG Access Channel, the Licensee shall:

- (1) reimburse the Access Corporation up to Ten Thousand Dollars (\$10,000.00), for actual reasonable expenses arising from the relocation of any such channel. The Access Corporation shall provide written documentation of any such actual expenses and the Licensee shall provide reimbursement within sixty (60) days of receipt of said documentation.
- (2) provide a thirty (30) day advance written notification to all Subscribers of such channel relocation, in compliance with applicable law.

Section 7.4---HIGH DEFINITION PEG ACCESS CHANNELS

The Licensee shall continue to provide and transmit three (3) PEG Access Channels in High Definition ("HD") during the term of this Renewal License. HD resolution shall be equivalent to the resolution of commercial channels carried in the Licensee's HD tier. The Licensee shall continue to carry PEG Access Channels in SD format in addition to HD format as long as there are SD channels in its basic channel lineup.

Section 7.5--- PEG CHANNELS, ELECTRONIC PROGRAMMING GUIDE

The Licensee shall include appropriate designation of PEG Access Channels on channel cards and other channel listings provided to Subscribers in manner equivalent to identification of local broadcast channels. If channels are selected by a Subscriber through a menu system, the PEG Access Channels shall be displayed in a manner equivalent to local broadcast channels. Further, the Licensee shall provide a listing of PEG Access Channels and Programming on the Licensee's electronic program guide in a manner equivalent to local broadcast channels if such an electronic guide is utilized by the Licensee. It shall be the Access Corporation's responsibility to provide the Licensee or the Licensee's designated agent, as determined by the Licensee, with program schedules in a timely manner, and the Access Corporation shall be responsible for any third party costs for its use of the Licensee's electronic programming guide. Notwithstanding the foregoing, the Licensee shall not be required to provide or make available the above electronic program guide services where doing so would require (1) the replacement of a Subscriber's existing Converter or (2) individual service to be performed on a Subscriber's Converter.

Section 7.6---PEG CHANNELS, VIDEO ON DEMAND

During the Renewal License, for as long as the Licensee makes video on demand ("VOD") available on its Cable System within the City, the Licensee shall include in its VOD offerings up to ten(10) hours per week of PEG Access Programming listings selected by the Access Corporation. The Access Corporation shall be solely responsible for uploading its Programming to the Licensee's Cable System License. The Access Corporation VOD Programming shall be available to Subscribers twenty four (24) hours a day, seven (7) days a week. Any Access Corporation programming placed on VOD shall be available to Subscribers free of charge.

Section 7.7---CABLE-RELATED EQUIPMENT/FACILITIES FUNDING

(a) Subject to the provisions of Section 7.7 (d) of this Renewal License, the Licensee shall provide additional funding to the Issuing Authority and/or designee totaling two hundred thousand dollars (\$200,000) for cable-related capital purposes, as follows:

- (1) The Licensee shall make an initial payment in the amount of twenty thousand dollars (\$20,000) no later than thirty (30) days after the Effective Date.
- (2) The Licensee shall make nine (9) additional annual payments, each such payment in the amount of Twenty thousand dollars (\$20,000), Such additional annual payments shall be due and payable on or before the following dates:

January 15, 2017;
January 15, 2018;
January 15, 2019;
January 15, 2020;
January 15, 2021;
January 15, 2022;
January 15, 2023;
January 15, 2024; and
January 15, 2025

(b) In no case shall the equipment/facilities funding payments herein be counted against either (i) any License Fee payment, required by Section 8.2 infra; and/or (ii) any other fees or payments required by applicable laws.

(c) The parties hereto acknowledge that the foregoing amount of cable-related equipment/facilities funding payments under Section 7.7(a) reflects the Issuing Authority's assigning value to in kind contributions for (i) Internet access capacity provided under Section 6.7 of this Renewal License (\$96,000); (ii) HD-SDI equipment installed and maintained by the Licensee as provided under Section 7.13 of this Renewal License (\$72,000); and (iii) the provision of the MFIS for City use at no charge, as provided under Article 4 of this Renewal License over the term of the Renewal License.

(d) In the event that the equipment/facilities payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date due and be paid to the Issuing Authority and/or the Access Corporation at the annual rate of two percent (2%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 7.7(a) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to Section 6.6 and shall be within the exclusion to the term "franchise fee" for

requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.8---EQUIPMENT OWNERSHIP

The City and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 7.4 above. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

Section 7.9---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests and any tests based upon Licensee's internal channel performance standards for both PEG Access Channels and commercial channels.

Section 7.10---PEG ACCESS CABLECASTING AND PROBLEM RESOLUTION PROCEDURES

(a) In order that the Issuing Authority, his or her designee(s) and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the City and/or the Access Corporation from any Origination Location listed in **Exhibit 5** to the Cable System Headend or Hub, without charge, to the Issuing Authority, his or her designee(s) and/or the Access Corporation for their use.

(b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority, his or her designee(s) and/or the Access Corporation for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Corporation or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall own, maintain, repair and/or replace any Headend or Hub site Signal processing equipment. The Issuing Authority, his or her designee(s) and/or the Access Corporation shall own, maintain, repair and/or replace studio or portable modulators and demodulators.

(d) The Licensee reserves all rights to set technical standards for the PEG Access Channels provided they are in compliance with FCC standards.

Section 7.11---DEMARCATIION POINT

(a) The demarcation for the termination point of a cable Outlet or Drop shall be at the input to the transmitter used for carrying Signals.

(b) The cable Drops and Outlets shall be installed and maintained in compliance with applicable FCC technical standards.

(c) The Licensee shall not be responsible for the cost of repairing any damage caused by the operator of the PEG originating site or its agents and invitees.

Section 7.12---CENSORSHIP

Neither the Licensee, the City nor the Access Corporation shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 7.13---PEG ACCESS SERIAL DIGITAL INTERFACE EQUIPMENT

(a) In order to carry out its obligations under Section 7.4 above, The Licensee shall continue to own, operate and maintain HD serial digital interface equipment for each PEG Access Channel.

(b) The Parties acknowledge that the Licensee's Cable System is used to transport Signals between each of the remote locations identified in **Exhibit 5** hereto and the Access Corporation's facilities and that HD serial digital interface equipment must be installed at each remote location. Licensee shall install, own, operate and maintain such equipment at each such remote location identified in **Exhibit 5** hereto at its own expense. In consideration thereof, the Parties have agreed that the capital payment obligation of the Licensee under Section 7.7 above reflects a reduction that takes into account the Licensee's obligations under this Section 7.13(b).

ARTICLE 8.

LICENSE FEE PAYMENTS

Section 8.1---FUNDING FOR CABLE-RELATED PURPOSES

(a) The Licensee shall make License Fee payments to the Issuing Authority equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(26) supra, less applicable fees under Massachusetts General Laws, Chapter 166A, Section 9 identified in Section 8.2(b)(ii) below, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December. Such payments may be made by electronic funds transfer in accordance with written instructions from the City Comptroller. Subsequent 5% payments under this Renewal License shall be made on the dates in paragraph (a) above.

(i) The first 5% payment under this Renewal License shall be made on or before February 15, 2017 for the previous period from the Effective Date through December 31, 2016.

(ii) Subsequent 5% payments under this Renewal License shall be made on the dates in paragraph (a) above.

(b) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 6**. Copies of the Gross Annual Revenues Reporting Forms shall also be provided by mail and email to: City Solicitor, City of Newton Law Department, 1000 Commonwealth Avenue, Newton, MA 02459. If the Licensee's quarterly payments to the Issuing Authority were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(26) supra.

(c) In no case shall said five percent (5%) payment(s) include the PEG Access equipment/facilities funding required by Section 7.4 above. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(d) For purposes of this Section 8.1, the period for determining Gross Annual Revenues shall be the preceding calendar quarter, as described in Section 8.1(a).

(e) If the Licensee bundles Cable Service with non-Cable Service, the Licensee agrees that for purposes of calculating Licensee Fee(s), Licensee shall allocate to Cable Service revenue a discount of no more than a pro rata share of the total discount applied to the bundled or combined services. The pro rata share shall be computed on the basis of the published charge for each service of the bundled or combined classes of services when purchased separately. For the convenience of the Parties, an illustration of the allocation of a bundled services discount to cable is attached as **Exhibit 8** hereto.

(f) In the event that the Cable-Related Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Issuing Authority pursuant to this Section 8.1(e) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 8.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 8.2---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s). As of the Effective Date, the number of Subscribers is determined as of December 31 in the year prior to the month and year of payment, which is currently March. For illustration purposes, the number of Subscribers as of December 31, 2016, would be used to compute the above per Subscriber License Fee that is payable in March 2017. Such payments made pursuant to Massachusetts General Laws Chapter 166A, Section 9 shall be

accompanied by a statement of the number of Subscribers used to calculate such payment and the date of such Subscriber count.

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Cable-Related Funding pursuant to Section 8.1 above; and (ii) any other fees in accordance with applicable law(s): provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the City or the Access Corporation because of late payments; (ii) the Cable-Related equipment/facilities funding pursuant to Section 7.4 supra; (iii) the costs related to any liquidated damages pursuant to Section 112 infra; and (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) In the event that the License Fees herein required herein are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at rate of two percent (2%) above the Prime Rate. Any such late payments to the City pursuant to this Section 8.2 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 8.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 8.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 8.4---RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Section 7.4 and/or Section 8.1 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than three (3) years after the License Fees are tendered with respect to such fiscal year and shall not be a limitation on any other non-audit claims or actions that might be brought by the City.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Issuing Authority shall notify the Licensee in writing explaining the basis for his or her belief that such payment(s) are incorrect. The Licensee shall then have thirty (30) days from its receipt of said letter to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Issuing Authority, without interest charges of any kind.

Section 8.5---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Newton.

Section 8.6---METHOD OF PAYMENT

All License Fee payments by the Licensee to the City pursuant to this Renewal License shall be made payable to the City and deposited with the City Treasurer. All such License Fee payments paid by check shall be delivered as directed by the Issuing Authority. The Parties may agree upon payment through an electronic funds transfer method.

Section 8.7 —GROSS ANNUAL REVENUES COMPONENTS, METHODS

The Licensee shall notify the Issuing Authority of any change in the methodology used to determine Gross Annual Revenues as defined hereunder and used to calculate the payments made to the Issuing Authority under Article 8 of this Renewal License. Such changes include, but are not limited to, any change in the revenue components that comprise Gross Annual Revenues, the timing or manner in which revenues are recognized and the method of allocation of any Gross Annual Revenues component to the City. Such notice shall be provided within thirty (30) days after such change has been effectuated by the Licensee. The Issuing Authority reserves the right to contest the Licensee's application of GAAP for purposes of stating Gross Annual Revenues.

ARTICLE 9

RATES AND CHARGES

Section 9.1---RATE REGULATION

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

Section 9.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., from time to time in effect, with any successor regulation or, in the event that there is no applicable Massachusetts regulation in effect, applicable laws.

Section 9.3---PUBLICATION AND NON-DISCRIMINATION

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

Section 9.4---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), including but not limited to M.G.L. Chapter 166A, §5(l), in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

Section 9.5---SENIOR CITIZEN DISCOUNT AND DISABLED PERSONS DISCOUNT

(a) The Licensee shall continue to provide to certain senior citizens and certain disabled persons in Newton a minimum discount of five dollars (\$5.00) off of the Licensee's monthly Basic Service charge, as further provided herein. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head of the household and must meet income requirements as demonstrated by receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Service benefits or (v) participation in the Senior Pharmacy Program. Disabled persons living in housing subsidized by any federal or State program(s) shall also qualify for the five dollar (\$5.00) discount off of the Licensee's monthly Basic Service charge.

(b) Such Subscribers shall have sixty (60) days from the date service is ordered to provide Licensee with proof of eligibility in order to receive discounted Basic Service. On an annual basis, commencing on the anniversary date of the execution of this Renewal License and continuing for the next sixty (60) days, existing Subscribers who have reached eligibility and provide the Licensee with proof of same, will have their monthly bill adjusted to reflect the discounted Basic Service.

(c) The Licensee shall take steps to affirmatively market the above-described senior citizen and disabled persons discount program in the Licensee's promotional materials.

ARTICLE 10

INSURANCE AND BONDS

Section 10.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the City as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the City and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

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

- (i) Such insurance shall commence no later than the Execution Date of this Renewal License.
- (ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.
- (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Section 10.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

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

City as a result thereof, pursuant to the provisions of Section 11.1 and 11.2 infra.

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

Section 10.3---REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 10.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

Section 10.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

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

ARTICLE 11

ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

The Issuing Authority and/or his or her designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or his or her designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 11.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or his or her designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; (ii) discuss any other cable television-related issues; and (ii) hear comments, suggestions and/or Complaints from the public.

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

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

Section 11.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 11.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority and/or his or her designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Licensee.

Section 11.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 11.6---JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12

DETERMINATION OF BREACH-LIQUIDATED DAMAGES LICENSE REVOCATION

Section 12.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the 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.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

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

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

- (i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
- (ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (iii) Commence an action at law for monetary damages;
- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the City.

Section 12.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 12.1(c) above.

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(2) For failure to continue to activate, maintain and activate the MFIS in accordance with Article 4 herein, One Thousand Dollars (\$1,000.00) per day for each day that such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions in accordance with Article 6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance

continues; provided, however, that Section 6.6 supra is not subject to assessment of liquidated damages only during such time that interest charges are levied.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.5 infra, and **Exhibit 12** attached hereto, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.6 herein and/or **Exhibit 3**, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 14 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 12.3---REVOCATION OF THE RENEWAL LICENSE

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

Section 12.4---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the City shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 12.5---NOTICE TO CITY OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 12.6---NON-EXCLUSIVITY OF REMEDY

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

Section 12.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the City, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the City or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the City or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the Issuing Authority, City or the Licensee to be effective, it shall be in writing.

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

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1-- CUSTOMER SERVICE OFFICE

For the entire term of this Renewal License, the Licensee shall operate a full-time customer service office in the City of Newton or in a community that is contiguous to the City, and which customer service office shall provide full services to Newton Subscribers.

Section 13.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 12**, or any successor regulation, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Newton Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

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

Section 13.3---CUSTOMER SERVICE CALL CENTER

(a) 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 center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the 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.

Section 13.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

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

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business morning.

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

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

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

Section 13.5---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with (1) the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, and any successor regulation; and (2) any additional customer service obligations imposed under Massachusetts law.

Section 13.6---BUSINESS PRACTICE STANDARDS

Within thirty (30) days after the date of execution of this Renewal License, 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 as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and 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 13.7---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers. Licensee shall provide to the Issuing Authority upon its request a copy or detailed description of this procedure.

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

(i) Upon the written request of the Issuing Authority or his or her designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or his or her designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Newton with the Issuing Authority or his or her designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or his or her designee(s) determines it to be in the public interest, the Issuing Authority or his or her designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 13.8---REMOTE CONTROL AND OTHER 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. Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own and utilize Converters that are compatible with Licensee's Cable System. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 13.9---EMPLOYEE IDENTIFICATION CARDS

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

Section 13.10---PROTECTION OF SUBSCRIBER PRIVACY

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

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

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 13.11---PRIVACY WRITTEN NOTICE

At the time of entering into an Renewal License to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy. Licensee shall provide its current privacy policy to the Issuing Authority as well as all updates during the term of this Renewal License.

Section 13.12---MONITORING

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

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

Section 13.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 13.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 13.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 13.16---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 13 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

Section 13.17- SERVICES TO CUSTOMERS WITH DISABILITIES

(a) The Licensee shall continue to provide the maximum practicable availability of the services and facilities of the Cable System to disabled persons.

(b) There shall be no additional cost for remote control devices for television sets for Subscribers who are mobility-impaired.

(c) There shall be no charge to deliver/pick up remotes or Converters for disabled Subscribers.

ARTICLE 14

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the City any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the City Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 14.2---FINANCIAL REPORTS

The Licensee shall provide to the City any financial forms and reports required by State and/or federal law or otherwise submitted to the Cable Division. As of the Effective Date of this Renewal License, the Licensee provides to the City its parent corporation quarterly Form 10Q, an annual Form 10K and an annual report to shareholders.

Section 14.3---CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

Section 14.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

Section 14.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 9**, to the Issuing Authority, or his or her designee(s), as required by the Cable Division.

Section 14.6---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 13.7 of this Renewal License, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 14.7---ANNUAL PERFORMANCE TESTS

The Licensee shall provide annually copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq. or other FCC regulations. If no such regulations apply to Licensee's Cable System, then Licensee shall provide to the Issuing Authority copies of its own performance tests and results on an annual basis.

Section 14.8--CABLE SYSTEM PERFORMANCE

(a) The Licensee shall perform all tests necessary to demonstrate compliance with the requirements of this Renewal License and other performance standards established by law or regulation. All tests shall be conducted in accordance with applicable law, as may be amended from time-to-time. Licensee shall notify the Issuing Authority at least as often as annually of the specific tests that it conducts and when those tests were or will be conducted.

(b) Written Records: The Licensee shall maintain written records of the results of its Newton Cable System tests performed pursuant to paragraph (a) above, by or for the Licensee. Upon the City's written request, copies of test results shall be submitted to the City within thirty (30) days of test completion.

Section 14.9---QUALITY OF SERVICE

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

Section 14.10---DUAL FILINGS

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 14.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 14.12---ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the request of the Issuing Authority, the Licensee shall provide further information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 14.13---INVESTIGATION

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

Section 14.14: LIST OF REPORTS

For the convenience of the parties hereto, **Exhibit 11**, attached hereto, itemizes the reports that the Licensee shall or may be required to submit to the Issuing Authority.

ARTICLE 15

EMPLOYMENT

Section 15.1---EQUAL EMPLOYMENT OPPORTUNITY

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

Section 15.2---NON-DISCRIMINATION

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

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by representatives of the parties each authorized to bind the respective party. All exhibits to this Renewal License are hereby incorporated by reference into this Renewal License and made a part hereof.

Section 16.2---CAPTIONS

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

Section 16.3---SEVERABILITY

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

Section 16.4---ACTS OR OMISSIONS OF AFFILIATES

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

Section 16.5—RENEWAL LICENSE EXHIBITS

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

Section 16.6---WARRANTIES

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

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;
- (iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) There are no actions or proceedings pending or threatened against the Licensee as of the Effective Date of this Renewal License that would interfere with its performance of the Renewal License; and
- (v) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 16.7---FORCE MAJEURE

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

Section 16.8---REMOVAL OF ANTENNAS

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

Section 16.9---SUBSCRIBER TELEVISION SETS

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

Section 16.10---APPLICABILITY OF RENEWAL LICENSE

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

Section 16.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Office of the Mayor, City of Newton, City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts 02459, and one (1) separate copy to the City Solicitor at the Newton City Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

(c) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President and General Manager, RCN, 956 Massachusetts Avenue, Arlington, Massachusetts 02476. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(d) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in an Newton newspaper of general circulation.

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

Section 16.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the City and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 16.13---CITY'S RIGHT OF INTERVENTION

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

Section 16.14---TERM

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

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EXHIBIT 1

CITY OF NEWTON MUNICIPAL FIBER INFORMATION SYSTEM EXISTING BUILDING LOCATIONS

A. BUILDINGS WITH TWO (2) STRANDS CONNECTED TO LICENSEE'S HUB SITE

1. School Buildings

Angier School	1697 Beacon Street
Bigelow Middle School	42 Vernon Street
Bowen School (on hold as of Effective Date)	280 Cypress Street
Burr School	171 Pine Street
Brown Middle School	125 Meadowbrook
Cabot School	229 Cabot Street
(Former) Carr School Building (on hold as of Effective Date)	233 Nevada Street
Countryside School	191 Dedham Street
Day Middle School	21 Minot Place
Franklin School	125 Derby Street
Horace Mann School	687 Watertown Street
Lincoln Elliot School	191 Pearl Street
Mason Rice School	149 Pleasant Street
Memorial Spaulding School	250 Brookline Street
Newton North High School	360 Lowell Avenue
Newton South High School	140 Brandeis Road
Oak Hill School	130 Wheeler Road
Pierce School	170 Temple Street
Underwood School	101 Vernon Street
Ward School	10 Dolphin Road
Williams School	141 Grove Street
Zervas School	30 Beethoven Avenue

2. Municipal Buildings

Brigham House	20 Hartford Street
Department of Public Works	Elliot Street
Maintenance Department	Elliot Street
Crafts Street Garage	110 Crafts Street
Crafts Street Stable	90 Crafts Street
Elliot Street DPW Facility	Elliot Street
Elliot Street Garage	Eliot Street
Fire Headquarters	1164 Centre Street
Fire Station #1	241 Church Street
Fire Station #2	1750 Commonwealth Avenue
Fire Station #3	31 Willow Street
Fire Station #4	195 Crafts Street
Fire Station #7	144 Elliot Street
Fire Station #10	755 Dedham Street

Municipal Buildings (continued)

Jackson Homestead	527 Washington Street
Library-Auburndale	375 Auburn Street
Library-Waban	1608 Beacon Street
Library-Nonantum	144 Bridge Street
Library-Newton Corner	126 Vernon Street
Police Headquarters	1321 Washington Street
Police Department Annex	25 Chestnut Street
Senior Center	354 Walnut Street
Water Department	

3. Other

Acquinas Junior College	65-71 Walnut Park
Newton Community Access	25 Needham Street

B. BUILDINGS WITH MORE THAN TWO (2) STRANDS CONNECTED TO LICENSEE'S HUB SITE

1. City Hall (one 144-strand bundle)

MFIS-2 pairs for each of 50 buildings	105 strands
Link to Access Corporation	1 strand
Internet Access Service from Licensee	2 strands
Defective strands as of July 1, 2016	strands (TBD)
Spares	strands (TBD)

2. Access Corporation-25 Needham Street (7 strands)

MFIS	2 strands
Link to Licensee's Hub	1 strand
Link from Licensee's Hub	1 strand
Link from City Hall	1 strand
Link from Education Center	1 strand
Link from Main Library	1 strand

3. Newton Free Library -330 Homer Street (3 strands)

MFIS	2 strands
Link to Access Corporation	1 strand

4. Education Center- 100 Walnut Street (3 strands)

MFIS	2 strands
Link to Access Corporation	1 strand

EXHIBIT 2

RCN MUNICIPAL FIBER INFORMATION SYSTEM DESCRIPTION

General Description: The Licensee shall continue to provide single-mode fiber optic cable which will continue to be used as part of a Municipal Fiber Information System ("MFIS") for the City of Newton. The strands shall interconnect buildings with spoke-and-hub (sometimes called "star") network topology, centered on the Licensee's Hub Site. A bundle of fibers sufficient to continue to allow each spoke fiber to remain connected to City Hall shall connect the Licensee's Hub Site with City Hall, which the City will use as its interconnecting hub. These fibers shall continue to be used exclusively for the MFIS (including transmissions between remote origination locations and the Access Corporation studio) and may not be used by the City to provide capacity to others without RCN's prior consent, which consent will not be unreasonably withheld.

Specifically:

- (1) The MFIS shall include one (1) one-hundred and forty-four (144) fiber bundles from the Licensee's Hub Site to the City's MFIS hub in Newton City Hall. These fibers shall be allocated as shown in Exhibit 1.
- (2) The MFIS shall include a drop consisting of a bundle of six (6) or more fibers from the street to each of the buildings listed in Exhibit 1. Two (2) of these fibers shall lead to the Licensee's Hub Site. Certain of the buildings shall have more than two (2) fibers leading to the Licensees' Hub Site, as also specified in Exhibit 1.
- (3) One end of every MFIS fiber shall terminate in a patch panel at Licensee's Hub. Licensee shall maintain the interconnection of the fibers at the patch panel located at Licensee's Hub as specified from time to time by the City.
 - (a) At the Hub;
 - (b) At buildings with existing Local Area Networks ("LANs"), in the LAN main data cabinet or main wiring closet. For locations with a cabinet or standard rack, the Termination shall be in a rack-mounted fiber-patch panel. For locations without a cabinet or standard rack, the Termination shall be in a fiber-patch panel mounted in a self-contained box mounted not more than two (2) meters from the LAN Hub stack.
 - (c) At buildings without existing LANs, in a fiber-patch panel located in a self-contained box mounted at a location specified by then MFIS Administrator.
- (4) All MFIS fibers leading to City buildings shall have a Licensee-provided Termination in the form of six (6), twelve (12) or one hundred forty four (144) fiber patch panels located in that building, in a place to be designated by the City.
- (5) All MFIS fibers shall be single-mode and capable of providing data services between and among the buildings designated by the City during the term of the Renewal License. Any and all Signals on the MFIS shall be those specified by the City.

- (6) At certain locations designated by the City and identified in Exhibit 1, fibers will be allocated for use as connections between remote origination locations and the Access Corporation studio. At each such location, Licensee shall provide a video modulator as specified in Section 7.4 of this Renewal License, whose input consists of signals from baseband video equipment belonging to the Issuing Authority and/or his designee(s) and whose output is fed together with any other RF video signals to a signal combiner which, in turn, is fed into an analog modulated laser. This laser will have an approximate bandwidth of 330 MHz and be capable of supporting up to ten (10) video channels.

EXHIBIT 3

PROGRAMMING AND SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

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

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

EXHIBIT 4

FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS

Upon request of the Issuing Authority, Licensee shall provide or continue to provide (as the case may be) to public buildings designated by the Issuing Authority a Drop, Outlet and the monthly Basic Service at no charge, in accordance with applicable Massachusetts law.

<u>CITY HALL</u>	<u>1000 COMMONWEALTH AVE</u>
<u>CRAFTS STREET GARAGE</u>	<u>CRAFTS STREET</u>
<u>ED CENTER</u>	<u>100 WALNUT ST</u>
<u>ELLIOT STREET GARAGE</u>	<u>74 ELLIOT STREET</u>
<u>FIRE HEADQUARTERS</u>	<u>1164 CENTRE ST</u>
<u>FIRE STATION #1</u>	<u>241 CHURCH ST</u>
<u>FIRE STATION #10</u>	<u>755 DEDHAM ST</u>
<u>FIRE STATION #2</u>	<u>1750 COMMONWEALTH AVE</u>
<u>FIRE STATION #3</u>	<u>31 WILLOW ST</u>
<u>FIRE STATION #4</u>	<u>195 CRAFTS ST</u>
<u>FIRE STATION, #7</u>	<u>744 ELLIOT STREET</u>
<u>GOLDA MEIR,HOUSE</u>	<u>STANTON AVE</u>
<u>HOUSE,ELLIOT</u>	<u>NEEDHAM ST</u>
<u>JACKSON HOMESTEAD</u>	<u>527 WASHINGTON STREET</u>
<u>LIBRARY, AUBURNDALE</u>	<u>375 AUBURN STREET</u>
<u>LIBRARY, BRIGHAM</u>	<u>HARTFORD STREET</u>
<u>LIBRARY, NEWTON CORNER</u>	<u>126 VERNON STREET</u>
<u>LIBRARY, NONANTUM</u>	<u>144 BRIDGE STREET</u>
<u>LIBRARY, WABAN</u>	<u>1608 BEACON ST</u>
<u>LIBRARY, MAIN BRANCH</u>	<u>330 HOMER ST</u>
<u>NEWTON ACCESS CENTER</u>	<u>23 NEEDHAM STREET</u>
<u>PARK & REC</u>	<u>70 CRESCENT ST</u>
<u>POLICE</u>	<u>25 CHESTNUT ST</u>
<u>PUBLIC WORKS BUILDING DEPT</u>	<u>52 ELLIOT ST</u>
<u>PUBLIC WORKS,DEPT.OF</u>	<u>121 ELLIOT ST</u>
<u>SCHOOL, DAY MIDDLE</u>	<u>21 MINOT PL</u>
<u>SCHOOL, ANGIER</u>	<u>1597 BEACON ST</u>
<u>SCHOOL, BIGELOW I</u>	<u>42 VERNON ST</u>
<u>SCHOOL, BOWEN</u>	<u>280 CYPRESS ST</u>
<u>SCHOOL, BROWN MIDDLE</u>	<u>125 MEADOWBROOK RD</u>
<u>SCHOOL, BURR</u>	<u>171 PINE ST</u>
<u>SCHOOL, CABOT</u>	<u>229 CABOT ST</u>
<u>SCHOOL, COUNTRYSIDE</u>	<u>191 DEDHAM ST</u>
<u>SCHOOL, FRANKLIN</u>	<u>125 DERBY ST</u>
<u>SCHOOL, LINCOLN ELLIOT</u>	<u>191 PEARL ST</u>
<u>SCHOOL, MANN</u>	<u>887 WATERTOWN ST</u>
<u>SCHOOL, MASON RICE</u>	<u>149 PLEASANT ST</u>
<u>SCHOOL, NEWTON NORTH HIGH</u>	<u>360 LOWELL AVE</u>

<u>SCHOOL, NEWTON SOUTH HIGH</u>	<u>140 BRANDEIS RD</u>
<u>SCHOOL, OAK HILL</u>	<u>130 WHEELER ROAD</u>
<u>SCHOOL, PEIRCE</u>	<u>170 TEMPLE ST</u>
<u>SCHOOL, SPALDING</u>	<u>250 BROOKLINE ST</u>
<u>SCHOOL, UNDERWOOD</u>	<u>101 VERNON ST</u>
<u>SCHOOL, WARD</u>	<u>10 DOLPHIN RD</u>
<u>SCHOOL, WILLIAMS</u>	<u>141 GROVE ST</u>
<u>SCHOOL, ZERVAS</u>	<u>30 BEETHOVEN AVE</u>
<u>SENIOR CENTER</u>	<u>345 WALNUT STREET</u>
<u>STATION, POLICE</u>	<u>CHERRY PL</u>
<u>STATION, POLICE</u>	<u>1321 WASHINGTON ST</u>
<u>WORKS DEPT, PUBLIC</u>	<u>90 CRAFTS ST</u>

** or such other address, without charge, as designated by the Issuing Authority.

EXHIBIT 5

PEG ACCESS ORINATION LOCATIONS

- (1) City Hall;
- (2) Early Education Center-100 Walnut Street
- (3) PEG Access Studio
- (4) Newton North High School;
- (5) Newton South High School;
- (6) Newton Free Library (Druker Auditorium)

EXHIBIT 6

**CABLE-RELATED FUNDING
GROSS ANNUAL REVENUES REPORTING FORM
RCN TELECOM SERVICES OF MASSACHUSETTS, LLC**

CITY OF NEWTON

Period: [enter period of which payment is based]

	<u>Totals</u>
Totals by Service:	
Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]
Totals by Non Service:	
Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]
Total Gross Revenue	\$ [enter total]
License Fee (5%)	\$ [enter % of total]
Fee-on-Fee (5%)	\$ [enter % of %]
License Fee Due	\$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized RCN Representative:

Name:

Date:

EXHIBIT 7

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription Renewal License is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription Renewal License is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not

preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise Renewal License to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

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

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

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

10.06: Charges for Disconnection or Downgrading of Service

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

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority

before the Commission may accept a petition filed under 207 CMR 10.07(4).

- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that Renewal License. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

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

EXHIBIT 8

ILLUSTRATION OF BUNDLED SERVICE REVENUES DISCOUNT ALLOCATION TO CABLE SERVICE

This illustration of the allocation of the bundled services discount is for the convenience of the parties:

Bundled Services (cable, Internet and phone): \$150 bundled rate

Standalone Rates:

Cable: \$75.00

Internet \$65.00

Phone \$25.00

Total = \$165.00

Bundled Services Discount- \$15.00 (\$165.00-\$150.00)

Cable Portion: $\$15.00 \times \$75.00 / \$165.00 = \6.82

Internet Portion: $\$15.00 \times \$65.00 / \$165.00 = \5.91

Phone: $\$15.00 \times \$25.00 / \$165.00 = \2.27

EXHIBIT 9

CABLE DIVISION FORM 500

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town: _____

Cable Company: _____

Filing Year: _____

Address: _____

Number of Subscribers: _____

Address: _____

Contact: _____

E-Mail: _____

Average Resolution Time: _____

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

Manner of Resolution: _____

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

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

EXHIBIT 10

LIST OF REPORTS-RCN

Report	Section
MFIS Performance Test if Technical Problem	4.8 (on request)
Maps	5.13 (on request)
Service Drop Records-Dual Obligation	6.6 (on request)
Gross Annual Revenues Reports	8.1 (mandatory)
Notification of Rates and Charges	9.2 (mandatory)
Insurance Certificates and Performance Bonds	10.3 (on request)
Privacy Policy and Updates	13.11 (mandatory)
Financial forms and reports	14.2 (mandatory)
Annual Statistical Summary of Operations	14.3 (on request)
Semi-Annual In-House Telephone Reports	14.4 (mandatory)
Annual Subscriber Complaint Report-Form 500	14.5 (mandatory)
Written Report on Complaint	14.6 (on request)
Annual Performance Tests- Required or Internal	14.7 (mandatory)
Annual Notification of Tests for Compliance	14.8 (mandatory)
Copies of Test Results	14.8 (on request)
Quality of Service Report	14.9 (on request)
Dual Filings: Notice, Copies of Filings	14.10 (legally required notices of
filings, copies of filing on request-both parties obligated)	
Additional Information	14.11 (on request)

EXHIBIT 11

FCC CUSTOMER SERVICE OBLIGATIONS

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

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable License authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The License authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

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

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

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

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

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

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

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

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

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

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty

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

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

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

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

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

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

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

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

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

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

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

(i) Notifications to subscribers--

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

(1) Products and services offered;

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

(3) Installation and service maintenance policies;

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

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

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

(B) Customers will be notified of any changes in rates, programming services or channel

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

(ii) Billing--

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

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

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

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

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

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

(4) Definitions--

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

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

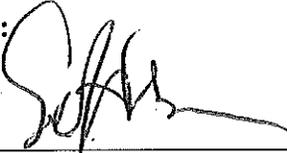
(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Mayor of the City of Newton, Massachusetts, as Issuing Authority, this 21st day of July, 2016, and all terms and conditions are hereby agreed to by RCN.

CITY OF NEWTON

By:



Setti D. Warren
Mayor-Issuing Authority

Approved as to Legal Form and Character:



Assistant City Solicitor

RCN TELECOM SERVICES OF MASSACHUSETTS, LLC

By:



Its _____
VP/GM