CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

MEDIAONE OF MASSACHUSETTS, INC.
(offering services as AT&T Broadband)

ROBERT W. HEALY,
CITY MANAGER

CITY OF CAMBRIDGE,
MASSACHUSETTS

DECEMBER 30, 2000

TABLE OF CONTENTS

INTRODUCTION **6**

ARTICLE 1 DEFINITIONS **7**
SECTION 1.1 - DEFINITIONS 7

ARTICLE 2 GRANT OF RENEWAL LICENSE **13**
Section 2.1---GRANT OF RENEWAL LICENSE 13
Section 2.2---TERM OF RENEWAL LICENSE 14
Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE 14
Section 2.4---POLICE AND REGULATORY POWERS 15
Section 2.5---REMOVAL OR ABANDONMENT 16
Section 2.6---TRANSFER OF THE RENEWAL LICENSE 16
Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION 17

ARTICLE 3 CABLE SYSTEM DESIGN **18**
Section 3.1---SUBSCRIBER NETWORK 18
Section 3.2---INSTITUTIONAL NETWORK 19
Section 3.3---CABLE SYSTEM INTERCONNECTION 19
Section 3.4---HEAD-END RELOCATION 20
Section 3.5---PARENTAL CONTROL CAPABILITY 20
Section 3.6---EMERGENCY ALERT OVERRIDE CAPACITY 20

ARTICLE 4 CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS **21**
Section 4.1---AREA TO BE SERVED 21
Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM 21
Section 4.3---UNDERGROUND FACILITIES 21
Section 4.4---TREE TRIMMING 22
Section 4.5---RESTORATION TO PRIOR CONDITION 22
Section 4.6---TEMPORARY RELOCATION 22
Section 4.7---DISCONNECTION AND RELOCATION 23
Section 4.8---SAFETY STANDARDS 23
Section 4.9---PEDESTALS 23
Section 4.10---PRIVATE PROPERTY 23
Section 4.11---RIGHT TO INSPECTION OF SYSTEM 24
Section 4.12---CABLE SYSTEM MAPS 24
Section 4.13---SERVICE INTERRUPTION 25
Section 4.14---DIG SAFE 25

ARTICLE 5 SERVICES AND PROGRAMMING **26**
Section 5.1---BASIC SERVICE 26
Section 5.2---PROGRAMMING 26
Section 5.3---TWO-WAY CAPABILITY 26
Section 5.4---LEASED CHANNELS FOR COMMERCIAL USE 27
Section 5.5---VCR/CABLE COMPATIBILITY 27

Section 5.6---SIGNAL ENCODING 27
Section 5.7---CONTINUITY OF SERVICE 27
Section 5.8---FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL AND NON-PROFIT BUILDINGS 28
Section 5.9---FREE DROPS AND MONTHLY SERVICE TO SCHOOLS 29
Section 5.10---FCC SOCIAL CONTRACT 30
Section 5.11---TRAINING AND ASSISTANCE FOR SCHOOLS AND CITY DEPARTMENTS 30
Section 5.12---CHANGES IN CABLE TELEVISION TECHNOLOGY 30

ARTICLE 6 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILIATIES AND SUPPORT 32
Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS 32
Section 6.2---ACCESS CORPORATION 32
Section 6.3---ANNUAL SUPPORT FOR PEG ACCESS 33
Section 6.4---PEG ACCESS CHANNELS 33
Section 6.5---DEDICATED FIBER LINKS 34
Section 6.6---EQUIPMENT/CAPITAL PAYMENTS 35
Section 6.7---LOCAL ORIGINATION STUDIO 35
Section 6.8---FIBER CONNECTION FOR ACCESS CORPORATION IN THE EVENT OF A RELOCATION 36
Section 6.9---PEG ACCESS CHANNELS MAINTENANCE 36
Section 6.10---CENSORSHIP 37

ARTICLE 7 ANNUAL FUNDING TO THE CITY 38
Section 7.1---TELECOMMUNICATIONS FUNDING 38
Section 7.2---LICENSE FEE PAYMENTS 39
Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS 39
Section 7.4---LATE PAYMENT 40
Section 7.5---RECOMPUTATION 40
Section 7.6---AFFILIATES USE OF SYSTEM 42
Section 7.7---METHOD OF PAYMENT 42

ARTICLE 8 RATES AND CHARGES 43
Section 8.1---RATE REGULATION 43
Section 8.2---NOTIFICATION OF RATES AND CHARGES 43
Section 8.3---PUBLICATION AND NON-DISCRIMINATION 44
Section 8.4---CREDIT FOR SERVICE INTERRUPTION 44
Section 8.5---SENIOR CITIZEN DISCOUNT 44

ARTICLE 9 INSURANCE AND BONDS 45
Section 9.1---INSURANCE 45
Section 9.2---PERFORMANCE BOND 46
Section 9.3---REPORTING 47
Section 9.4---INDEMNIFICATION 47
Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE 47

ARTICLE 10 ADMINISTRATION AND REGULATION 48
Section 10.1---REGULATORY AUTHORITY 48
Section 10.2---PERFORMANCE EVALUATION HEARINGS 48
Section 10.3---NONDISCRIMINATION 49
Section 10.4---EMERGENCY REMOVAL OF PLANT 49

Section 10.5---REMOVAL AND RELOCATION 49
Section 10.6---INSPECTION 50
Section 10.7---JURISDICTION 50

ARTICLE 11 DETERMINIATION OF BREACH-LIQUIDATED DAMAGES-LICENSE REVOCATION 51
Section 11.1---DETERMINATION OF BREACH 51
Section 11.2---LIQUIDATED DAMAGES 52
Section 11.3---REVOCATION OF THE RENEWAL LICENSE 53
Section 11.4---TERMINATION 53
Section 11.5---NOTICE TO CITY OF LEGAL ACTION 53
Section 11.6---NON-EXCLUSIVITY OF REMEDY 54
Section 11.7---NO WAIVER-CUMULATIVE REMEDIES 54

ARTICLE 12 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION 55
Section 12.1---CUSTOMER SERVICE OFFICE 55
Section 12.2---TELEPHONE ACCESS 55
Section 12.3---CUSTOMER SERVICE CALL CENTERS 56
Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME 56
Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS 57
Section 12.6---BUSINESS PRACTICE STANDARDS 58
Section 12.7---COMPLAINT RESOLUTION PROCEDURES 58
Section 12.8--- ELECTRONIC COMPLAINT REFERRAL SYSTEM 59
Section 12.9---REMOTE CONTROL DEVICES 59
Section 12.10---PICK-UP AND DROP-OFF OF EQUIPMENT 60
Section 12.11---LOSS OF SERVICE-SIGNAL QUALITY 60
Section 12.12---EMPLOYEE IDENTIFICATION CARDS 60
Section 12.13---PROTECTION OF SUBSCRIBER PRIVACY 60
Section 12.14---PRIVACY WRITTEN NOTICE 61
Section 12.15---MONITORING 61
Section 12.16---DISTRIBUTION OF SUBSCRIBER INFORMATION 61
Section 12.18---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION 62
Section 12.19---PRIVACY STANDARDS REVIEW 63

ARTICLE 13 REPORTS, AUDITS AND PERFORMANCE TESTS 64
Section 13.1---GENERAL 64
Section 13.2---FINANCIAL REPORTS 64
Section 13.3---CABLE SYSTEM INFORMATION 64
Section 13.4---IN-HOUSE TELEPHONE REPORTS 64
Section 13.5---SUBSCRIBER COMPLAINT REPORT 65
Section 13.6---SERVICE INTERRUPTION REPORT 65
Section 13.7---INDIVIDUAL COMPLAINT REPORTS 65
Section 13.8---SEMI-ANNUAL PERFORMANCE TESTS 65
Section 13.9---QUALITY OF SERVICE 66
Section 13.10---DUAL FILINGS 67
Section 13.11---ADDITIONAL INFORMATION 67
Section 13.12---INVESTIGATION 67

ARTICLE 14 EMPLOYMENT 68
Section 14.1---EMPLOYMENT, PROCUREMENT AND LIVING WAGE ORDINANCES 68
Section 14.2---EQUAL EMPLOYMENT OPPORTUNITY 68
Section 14.3---NON-DISCRIMINATION 68

ARTICLE 15 MISCELLANEOUS PROVISIONS **69**
Section 15.1---ENTIRE AGREEMENT 69
Section 15.2---CAPTIONS 69
Section 15.3---SEPARABILITY 69
Section 15.4---ACTS OR OMISSIONS OF AFFILIATES 69
Section 15.5---RENEWAL LICENSE EXHIBITS 70
Section 15.6---WARRANTIES 70
Section 15.7---FORCE MAJEURE 70
Section 15.8---REMOVAL OF ANTENNAS 71
Section 15.9---SUBSCRIBER TELEVISION SETS 71
Section 15.10---APPLICABILITY OF RENEWAL LICENSE 71
Section 15.11---NOTICES 71
Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY 72
Section 15.13---CITY'S RIGHT OF INTERVENTION 72
Section 15.14---TERM 73

EXHIBIT 1 CITY OF CAMBRIDGE INSTITUTIONAL NETWORK BUILDINGS **75**

EXHIBIT 2 PROGRAMMING **76**

EXHIBIT 3 FREE DROPS AND MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS **77**

EXHIBIT 4 FREE DROPS, OUTLETS AND SERVICE TO SCHOOLS **78**

EXHIBIT 5 GROSS ANNUAL REVENUES REPORTING FORM **79**

EXHIBIT 6 207 CMR 10.00 BILING AND TERMINIATION OF SERVICE **81**

EXHIBIT 7 FCC CUSTOMER SERVICE OBLIGATIONS **86**

EXHIBIT 8 CABLE TELEVISION COMPLAINT REFERRAL FORM **90**

SIGNATURE PAGE. **91**

INTRODUCTION

AGREEMENT

This Cable Television Renewal License entered into this 20th day of December, 2000, by and between the City Manager of the City of Cambridge, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and MediaOne of Massachusetts, Inc. ("MediaOne"), offering services as AT&T Broadband.

WITNESSETH

WHEREAS, the Issuing Authority of the City of Cambridge, 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 Cambridge; and

WHEREAS, the Issuing Authority conducted four (4) public ascertainment hearings, pursuant to Section 626 of the Cable Act, the first on May 19, 1999; the second on May 26, 1999; the third on June 25, 1999; and the fourth on February 2, 2000, in order to (1) ascertain the future cable related community needs and interests of Cambridge, and (2) review the performance of MediaOne during its then-current license term; and

WHEREAS, the Issuing Authority of the City of Cambridge submitted its Request for a Renewal Proposal to MediaOne on April 7, 2000; and

WHEREAS, MediaOne submitted a proposal and Massachusetts Cable Division Form 100 to the City of Cambridge, dated July 13, 2000, for a renewal license to operate and maintain a Cable Television System in the City of Cambridge; and

WHEREAS, the Issuing Authority and MediaOne did engage in good faith negotiations regarding said Request for a Renewal Proposal and MediaOne's proposals and did agree on terms and provisions for MediaOne's continued operations and maintenance of its Cable Television System in the City of Cambridge; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of Cambridge to grant a non-exclusive Renewal License to MediaOne.

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

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

(2) Access Channel: A video and/or audio channel which the Licensee 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 similar organizations.

(3) Access Corporation: The entity, as may be designated by the Issuing Authority of the City of Cambridge from time to time, organized for the purpose of operating and managing the use of Public Access funding, equipment and channels on the Cable Television System, or any other successor entity.

(4) 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.

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

(6) Bulk Accounts: Any account(s) wherein a property owner or landlord is billed directly by the Licensee, on a per-unit basis, for non-Premium Cable Service(s) provided to Subscribers in a multiple-dwelling-unit ("MDU"), but not including any Pay Programming and/or Pay-Per-View Programming, which service(s) are billed directly to Subscribers in such MDU.

(7) CMR: The Code of Massachusetts Regulations.

(8) Cable Communications Act (the "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 Energy.

(10) Cable Modem: A device connecting Subscribers to interactive services over the Cable System.

(11) Cable 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.

(12) Cable Television Office: The City of Cambridge Cable Television Office.

(13) 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.

(14) City: The City of Cambridge, Massachusetts.

(15) City Solicitor: The City Solicitor of the City of Cambridge, Massachusetts.

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

(17) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(18) Department of Public Works ("DPW"): The Department of Public Works of the City of Cambridge, Massachusetts.

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

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

(21) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Cambridge educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.

(22) Effective Date of Renewal License (the "Effective Date"): December 30, 2000.

(23) Execution Date of Renewal License (the "Execution Date"): December 20, 2000.

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

(25) Feeder Line: A branch off one of the City-wide distribution cable trunks, which feeds a small area or neighborhood.

(26) Franchise-Related Cost Settlement ("FRC Settlement"): The Franchise-Related Cost Settlement Agreement between MediaOne of Massachusetts, Inc. and a number of municipalities, which Agreement was accepted by the Cable Division, dated November 13, 1997.

(27) Government Access Channel: A specific channel(s) on the Cable System 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.

(28) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; Bulk Account revenues; all other Service fees; all other fees and/or revenues permitted by applicable law and not otherwise excluded herein; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; revenues received from all Cable Modem Services, unless a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a final ruling that such Cable Modem Service is not legally deemed to constitute a Cable Service; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include fees paid on all Subscriber fees, but only in the event that the City cannot lawfully receive Cable Modem revenues for any reason. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of 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; 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.

(29) 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.

(30) 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.

(31) Institutional Network ("I-Net"): The existing (as of the Effective Date) network, which was constructed and installed by the Licensee, for the exclusive use of the Issuing Authority, his or her designees and/or other City Users, pursuant to Section 3.2 infra.

(32) Internet: The world-wide computer network.

(33) Issuing Authority: The City Manager of the City of Cambridge, Massachusetts.

(34) Leased Channel or Leased Access: A video channel, which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(35) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Cambridge, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(36) Licensee: MediaOne of Massachusetts, Inc., offering services as AT&T Broadband, or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(37) Local Origination ("LO") Programming: Local Programming produced and presented by the Licensee.

(38) Multichannel Video Programming Provider: A Person who or which makes available to residents in Cambridge multiple channels of Video Programming.

(39) Node: A remote terminal device used to provide integrated network powering solutions for broadband, hybrid fiber-coax or switched digital video architecture(s).

(40) Normal Business Hours: Those hours during which most similar businesses in the City are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

(41) 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.

(42) Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.

(43) Pay Cable or Premium Services: Programming delivered for a fee or charge to

Subscribers on a per-channel or group-of-channels basis.

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

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

(46) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

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

(48) Prime Rate: The prime rate of interest, at FleetBoston or other comparable institution.

(49) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Cambridge residents and/or organizations wishing to present non-commercial programming and/or information to the public.

(50) 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.

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

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

(53) Service: Any Basic 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.

(54) Signal: Any transmission of electromagnetic or optical energy, which carries video, voice, or data from one location to another.

(55) Social Contract: The contractual agreement between the FCC and the Licensee, dated August 1, 1995, at FCC 95-335, amended by the FCC on August 23, 1996, at FCC 96-358.

(56) State: The Commonwealth of Massachusetts.

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

(58) Subscriber Network: The 750 MHz, bi-directional network, with a minimum of one hundred ten (110) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(59) Termination: An end device for a fiber-optic cable which shall be labeled and terminate the cable, both of which shall be in an industry-standard manner for data transmission. It shall be located as follows:

(a) At the Hub, in a rack-mounted fiber-patch panel not more than two (2) meters distant from the rack space to be provided to the City for its data-transmission equipment.

(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 the I-Net Administrator.

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

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

(62) 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.

(63) VCR: The acronym for video cassette recorder.

(64) 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 City Manager of the City of Cambridge, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the City of Cambridge.

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

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, 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 Cambridge 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 Cambridge. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, 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 and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any lawful applicable regulations of the Department of Public Works ("DPW") and any special laws and/or any and all applicable City ordinances, regulations, rules and/or policies.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year term, commencing on December 30, 2000 and expiring at midnight on December 29, 2010, unless sooner terminated as provided herein or surrendered.

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 Cambridge; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome, on the whole, applied in an equitable manner, than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

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

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

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) above.

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

(d) In the event that a Multichannel Video Programming Provider, which is (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, hereafter provides Programming to residents of the City, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the City, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 13.1 infra.

(ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the City, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(d)(i) above.

(iv) As of the Effective Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Provider(s), which are (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, and are currently providing Programming to residents in the City, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the City.

Section 2.4---POLICE AND REGULATORY POWERS

(a) By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general lawful ordinances necessary to the safety and welfare of the public. The Licensee shall comply with any and all applicable State and City ordinances, regulations, rules and/or policies 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 this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in favor of the latter.

(b) Nothing herein shall prevent the Issuing Authority and/or his or her designee(s) from

assessing taxes on the Licensee's Cable System and plant in accordance with applicable federal, State and any and all applicable City ordinances, regulations, rules and/or policies.

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 or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 below, and only at the written direction of the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution systems, and all other appurtenances from the Public Ways and places in accordance with any and all applicable City ordinances, regulations, rules and/or policies and shall restore all areas to their original condition. If such removal is not complete within nine (9) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner he or she deems appropriate. Any costs incurred by the City, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the City by the Licensee upon request.

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. Such consent shall be given only after a public hearing upon a written application therefor 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) In considering a request to transfer control of this Renewal License, the Issuing Authority shall consider the transferee's management experience, technical expertise, financial capability, and legal ability to operate the Cable System under the Renewal License and any other criteria allowable under law.

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

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

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

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

Section 2.7---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 the Renewal License.

(b) If the Issuing Authority denies his or her consent to any such action and a transfer has nevertheless been effected, after a hearing, the Issuing Authority may revoke and terminate the Renewal License.

(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 operate, maintain and make available to all residents of the City its existing 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) NTSC video channels in the downstream direction. Said 750 MHz Cable System is designed for 550 MHz of Signal transmissions, with 200 MHz reserved for future digital transmission(s), which may be upgraded subject to applicable law(s).

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

(c) Pursuant to the terms of the Social Contract, the Licensee hereby agrees that (i) it shall not make a cost-of-service filing to recoup the cost of construction of said 750 MHz Subscriber Network in the City and (ii) it shall not treat the cost of the 750 MHz Subscriber Network in the City as an external cost pass-through to Subscribers or a basis for a rate adjustment. After the expiration of the Social Contract, the Licensee hereby agrees that it shall not make a similar filing in order to recoup the costs of said 750 MHz rebuild.

(d) The Licensee shall continue to maintain throughout the term of the Renewal License, standby power at its (i) Headend, (ii) Hub facilities, and (iii) throughout its Trunk and Distribution System. Such standby power shall provide continuous capability and shall become automatically activated upon the failure of the Licensee's normal power supply.

(e) The Subscriber Network shall have the capacity to carry HDTV Signals, when available to the Licensee, although the Licensee shall be under no obligation hereunder to carry such HDTV signals.

(f) The Licensee shall continue to maintain the Subscriber Network, at all times, at the minimum FCC Technical Standards, as may be amended.

Section 3.2---INSTITUTIONAL NETWORK

(a) For a period of twelve (12) months from the Execution Date, the Licensee shall continue to operate and maintain, without any charge(s) to the Issuing Authority, the City, its departments or designees for such network, its existing, separate Institutional Network ("I-Net") to be utilized by the City, its departments and/or designees. Said I-Net will continue to provide Upstream and Downstream Channels. Said I-Net channels shall be bridged to the Subscriber Network at the Headend. Said channels shall be capable of distributing video and audio to all designated non-school and school buildings connected to the I-Net.

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

(c) The City shall have the right hereto to use the I-Net for any non-commercial purposes whatsoever, including, but not limited to, carrying Internet Service(s) from third parties for City use on the I-Net for the City's internal use only, without charges of any kind levied by the Licensee.

(d) After said twelve (12) month period specified in Section 3.2(a) above, the Licensee shall remove all of its end-user and any electronic and/or other equipment associated with the I-Net from the Public Ways in accordance with any and all applicable City ordinances, regulations, rules and/or policies; provided, however, that any end-user I-Net equipment owned by the City shall be removed from the I-Net by the Licensee and returned to the City, without charge(s). Said I-Net removal shall be completed within twenty-four (24) months of the Execution Date of this Renewal License.

(e) The Licensee shall not externalize the costs of said I-Net operation, if any, on Subscriber bills, nor shall the Licensee in any way pass I-Net costs or costs of its removal, if any, through to Cambridge Subscribers.

Section 3.3---CABLE SYSTEM INTERCONNECTION

(a) The Licensee shall continue to interconnect the Subscriber Network the Cable System in Somerville, Massachusetts, for the entire term of the Renewal License.

(b) The Licensee shall consider requests by the Issuing Authority in good faith for additional interconnections with adjacent cable television systems, taking into account the costs(s) and technical and/or operational ramifications of such interconnection(s).

Section 3.4---HEAD-END RELOCATION

(a) The Licensee shall maintain its Headend facility in the City of Cambridge. In the event that the Licensee decides to relocate said Headend within the City, the Licensee shall in no case pass-through the costs of such relocation to Subscribers.

(b) The Licensee shall maintain Signal quality in compliance with applicable regulations and statute(s) at all times during the term of this Renewal License, notwithstanding the exact location of said Headend facility.

Section 3.5---PARENTAL CONTROL CAPABILITY

(a) The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

(b) Should the Licensee offer unscrambled Programming of Premium Services, the Licensee shall provide, at no cost to Subscribers, parental control ability for the unscrambled time period.

Section 3.6---EMERGENCY ALERT OVERRIDE CAPACITY

The Licensee shall provide to the City, free of charge, an emergency override system capable of interrupting programming on all audio and video channels. This system shall incorporate an auto-answering telephone modem which shall be accessed on a private number available to designated City personnel. This system shall be capable of disseminating both emergency audio messages and pre-programmed character generator text messages simultaneously.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1---AREA TO BE SERVED

(a) The area to be served is the entire City of Cambridge.

(b) The Licensee shall be required to make Cable Service available, in accordance with applicable rates and charges, to all individual dwellings, residences, including apartment, condominium, cooperative or association buildings, institutions, organizations, businesses and all other entities within the City, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or Multiple Dwelling Units ("MDU"). The Licensee shall make its best efforts to obtain rights-of-way and MDU access agreements in the City in order to make cable service(s) available to all residents. The Licensee shall not require exclusivity for its MDU Agreements.

(c) Installation charges shall be consistent with federal and State regulations.

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

(a) The Licensee shall install, operate and maintain the Cable Television System within the City of Cambridge. Poles, towers and other obstructions shall be erected so as not to interfere with or obstruct vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with any and all applicable City ordinances, regulations, rules and/or policies and State laws and regulations.

(b) The Licensee shall locate its Headend and/or Hub facility within the City.

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone

and electric utility companies at their sole cost and expense or are required to be placed underground by the City, at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground and reserves the right to externalize costs associated with such work to customers in accordance with applicable State and federal law(s).

(b) Underground cable lines shall be placed beneath the pavement subgrade in accordance with any and all applicable City ordinances, regulations, rules and/or policies. It is the policy of the City that underground installation is preferable to the placement of additional poles.

Section 4.4---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with any and all lawful applicable City ordinances, regulations, rules and/or policies 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 in accordance with any and all applicable City ordinances, regulations, rules and/or policies. The Licensee may not trim and/or prune any trees belonging to the City without the advance notification to the DPW, and obtaining all necessary approvals

Section 4.5---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 Licensee shall only do so in accordance with any and all applicable City ordinances, regulations, rules and/or policies.

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, 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 in accordance with any and all applicable City ordinances, regulations, rules and/or policies.

Section 4.8---SAFETY STANDARDS

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 any and all applicable City ordinances, regulations, rules and/or policies, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9---PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in City Public Ways or Streets, such equipment must be installed in accordance with any and all applicable City ordinances, regulations, rules and/or policies. All such equipment shall be shown on the Cable System maps submitted to the City in accordance with Section 4.12 infra. If required by applicable City ordinances, regulations, rules and/or policies, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the City.

Section 4.10---PRIVATE PROPERTY

The Licensee shall be subject to any and all applicable City ordinances, regulations, rules and/or policies regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. If caused by

the Licensee and/or agents thereto, the Licensee shall promptly repair or replace all private property, to its previous condition, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 4.11---RIGHT TO INSPECTION OF SYSTEM

(a) The Issuing Authority or his or her designee(s) shall have the right to inspect the Cable System and to make or require such tests as it shall deem necessary 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.

(b) Any such tests conducted by the City shall be at the sole cost and expense of the City and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the City shall give reasonable prior notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 4.12---CABLE SYSTEM MAPS

(a) Within thirty (30) days of the Effective Date of this Renewal License, the Licensee shall supply the City with a full set of hard-copy and Computer-Aided-Design/Computer-Aided-Mapping ("CAD-CAM") and in a DGN electronic format strand maps of all aerial and underground Cable System plant, for the City's use, without charge(s) to the Issuing Authority and/or any City department. For purposes of this section, strand maps shall include all aerial and underground Cable System plant occupying all Public Ways in the City, location of poles utilized in the City, house counts, and Street names and addresses.

(b) The CAD-CAM and DGN electronic format mapping provided by the Licensee to the City shall be projected to the Massachusetts State Plane Grid Coordinate System North American Datum 1983, or geographically-coordinated to another standard projection system.

(c) The Licensee shall update, maintain and provide to the City said mapping on an annual basis throughout the term of the Renewal License. In the event that the Licensee upgrades its electronic mapping data to be in or compatible with the ESRI ARC INFO EXPORT file format or DXS file format with associated World file, the Licensee shall provide such updated electronic mapping in said formats to the City. If changes are made in the Cable System, upon request, the Licensee shall file updated as-built maps annually, not later than fifteen (15) days after any such request.

Section 4.13---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, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over one (1) of the Cable System's local channels, including a bulletin-board notice. The Licensee shall provide such other notices regarding service interruption in order to comply with the Americans with Disabilities Act ("ADA").

Section 4.14---DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, including, but not limited to, M.G.L. Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals, including the downstream PEG Access Channels, which are required to be carried by a Cable Television System serving the City pursuant to applicable statute or regulation.

Section 5.2---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 2,*** attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in ***Exhibit 2,*** attached hereto, are 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 Cambridge Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up, as required by applicable law.

(c) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. 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.

Section 5.3---TWO-WAY CAPABILITY

The Licensee shall operate and maintain a two-way Cable System, subject to Section 3.1 supra, available to all Subscribers.

Section 5.4---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 5.5---VCR/CABLE COMPATIBILITY

In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except two (2) scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License.

Section 5.6---SIGNAL ENCODING

(a) Subject to applicable law(s), the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any local television broadcast Signals and/or (2) any of the PEG Access Channels.

(b) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

Section 5.7---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 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 Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance. Appropriate credit shall be given to all Subscribers

affected by a Cable Signal outage in excess of twenty-four (24) hours duration in accordance with applicable State law.

Section 5.8---FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL AND NON-PROFIT BUILDINGS

(a) The Licensee shall provide, install and maintain a free Subscriber Cable Drop and/or Outlet and its monthly Basic Service, or its equivalent (See ***Exhibit 2***), to all police and fire stations, public libraries and other public or non-profit buildings included in ***Exhibit 3***, attached hereto and made a part hereof, and any other public buildings as designated by the Issuing Authority now or in the future. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the City and/or any designated institution for the installation and provision of monthly Cable Service and related maintenance. The Licensee shall supply one (1) non-addressable Converter for each Drop and/or Outlet if required for the reception of the monthly service, at its sole cost and expense. The Licensee shall provide Cable Service to and maintain all existing Drops and/or Outlets in public buildings as of the Effective Date of this Renewal License. The Licensee shall provide Cable Service to and maintain all existing Drops and/or Outlets in non-profit institutions as of the Effective Date of this Renewal License.

(b) Subject to Section 5.9(b) below, the Issuing Authority may request a maximum of fifty (50) additional Drops and/or Outlets to public non-school buildings or non-profit institutions identified either in ***Exhibit 3***, and/or other locations to be specified by the Issuing Authority without charge(s) of any kind to the Issuing Authority and/or the City.

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

(d) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop and/or Outlet, prior to any such installation.

(e) There shall be no charges to the City for the installation, maintenance, and/or repair of additional Drops and/or Outlet(s) to public buildings, as provided by Section 5.8(b) above. 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 such additional Drop/Outlet costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) If requested to do so by the Issuing Authority, the Licensee shall provide a written

explanation of any such externalized, line-itemed or passed-through additional Drop and/or Outlet costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

(ii) Pursuant to applicable law, the Issuing Authority has the right to appeal to the appropriate jurisdiction(s) any such externalized, line-itemed and/or passed-through costs.

Section 5.9---FREE DROPS AND MONTHLY SERVICE TO SCHOOLS

(a) The Licensee shall provide its monthly Basic Service, or its equivalent (See ***Exhibit 2***), to all Cambridge School buildings listed in ***Exhibit 4,*** attached hereto and made a part hereof, as well as to those Drops and/or Outlets to be added, as described below, as well as any new school buildings designated by the Issuing Authority now or in the future.

(b) Subject to Section 5.8(b) above, the Issuing Authority may request a maximum of fifty(50) additional Drops and/or Outlets to school buildings identified in ***Exhibit 4,*** and/or other locations to be specified by the Issuing Authority without charge(s) of any kind to the Issuing Authority and/or the City; provided, however, that the Licensee shall not be obligated hereunder to install more than a total of fifty (50) additional Drops and/or Outlets pursuant to Section 5.8(b) above and this Section 5.9(b).

(c) The exact locations of said Drops and Outlets to be located in public school buildings shall be designated by the Cambridge School Department (the "School Department"). The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(d) The Licensee shall provide one (1) non-addressable Converter with each Outlet, if required for the reception of monthly Basic Service (or its equivalent), without charge to the City or the School Department. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense.

(e) There shall be no charges to the Issuing Authority, City and/or the School Department for the installation, maintenance, and/or repair of the additional Outlet(s), as required herein, to School buildings. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize or otherwise pass-through any such additional School Drop and/or Outlet costs to Subscribers, the Licensee may do so, including, but not limited to, the computation, collection, and/or interest on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized, line-itemed or passed-through additional school Outlet costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

(ii) Pursuant to applicable law, the Issuing Authority has the right to appeal to the appropriate jurisdiction(s) any such externalized, line-itemed and/or passed-through costs.

Section 5.10---FCC SOCIAL CONTRACT

(a) The Licensee shall give the Issuing Authority reasonable written notice of the expiration of the FCC Social Contract.

(b) Notwithstanding the expiration of the Social Contract, the Licensee shall provide free Internet service(s) to the Cambridge Public Schools through June 30, 2003, without charge(s) of any kind to the City, the Cambridge Public Schools and/or Cambridge Subscribers. Said Internet service(s) shall conform to the minimum requirements contained in the Social Contract.

Section 5.11---TRAINING AND ASSISTANCE FOR SCHOOLS AND CITY DEPARTMENTS

During the first year of this Renewal License, the Licensee shall work with, and provide technical assistance to, the City's Cable Office for the production of election coverage, as well as those public school graduations that the Licensee covered in the year preceding the Execution Date of the Renewal License.

Section 5.12---CHANGES IN CABLE TELEVISION TECHNOLOGY

(a) At the performance evaluation hearing(s), pursuant to Section 10.2 infra, the Licensee shall review with the Issuing Authority and/or his or her designee(s) changes in relevant cable television technology (as defined below) that might benefit Cambridge Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing. Such technologies shall include, but not

be limited to, Subscriber Converters optimally compatible with VCRs and cable-ready television sets, high-definition television, digital compression, remote control devices and new Scrambling/descrambling processes.

(b) Notwithstanding the annual requirements of paragraph (a) above, upon request, the Licensee shall keep the Issuing Authority up-to-date on those technological developments that will have an impact on Cambridge Subscribers including, but not limited to, new Subscriber equipment for the home.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The City, the School Department and/or the Access Corporation, as may be designated by the Issuing Authority, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---ACCESS CORPORATION

As designated by the Issuing Authority from time to time and as memorialized in a written agreement between the Issuing Authority and the Access Corporation, the Access Corporation shall provide services to Public Access Users as follows:

(1) Manage the annual funding, pursuant to Section 6.3 herein;

(2) Schedule, operate and program the Public Access Channels provided in accordance with Section 6.4 herein;

(3) Conduct training programs in the skills necessary to produce quality Public Access programming;

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

(5) Establish rules, procedures and guidelines for use of the Public Access Channel;

(6) Provide publicity, fund-raising, outreach, referral and other support services to Public Access Users;

(7) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public 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 6.3---ANNUAL SUPPORT FOR PEG ACCESS

The Issuing Authority shall provide the Cable Television Office and/or the Access Corporation with annual funding, in amounts specified by the Issuing Authority, for PEG Access Programming from the Telecommunications Funding, pursuant to Section 7.1 infra. At the request of the Issuing Authority, the Licensee shall make such payments, in amounts specified by the Issuing Authority, directly to the Cable Television Office and/or the Access Corporation.

Section 6.4---PEG ACCESS CHANNELS

(a) Upon the Effective Date of this Renewal License, and for the entire term of this Renewal License, the Licensee shall make available six (6) full-time Downstream Channels for PEG Access purposes. The Issuing Authority shall allocate such usage.

(b) The Licensee shall provide a seventh downstream PEG Access Channel for use for Educational Access and/or Governmental Access use when the channels for Educational and/or Governmental Access use are being programmed with original, non-duplicative, locally produced programming seventy-five percent (75%) of the available cablecast hours in a three (3) consecutive month period. For purposes of this Section 6.4(b), "available cablecast hours" shall mean the hours of 9:00 AM to 9:00 PM.

(c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the City, the School Department, the Access Corporation and/or Subscribers, and shall be subject to the control and management of the , the Issuing Authority, the School Department and/or the Access Corporation.

(d) Except as required by applicable law, rule or regulation, the Licensee shall utilize Channels 8, 9, 10, 22, 77 and 98 on the Subscriber Network as the channel locations of the PEG Access Downstream Channels.

(e) The Licensee shall not change the channel locations of said Public, Educational and/or Government Access Channels, without the advance, written notice to the Issuing Authority. In the event that the Licensee does relocate such a Channel(s), the Licensee shall reimburse the City and/or the Access Corporation for its reasonable costs and expenses caused by such relocation, prior to relocating any such Channel(s).

(f) There shall be no charges to the City, the School Department and/or the Access

Corporation for the provision of said PEG Access Downstream Channels, nor shall there be any external and/or line-itemed costs or charges by the Licensee to Cambridge Subscribers related to such PEG Access Channel(s).

Section 6.5---DEDICATED FIBER LINKS

(a) For the entire term of this Renewal License, the Licensee shall maintain and operate the following three (3) existing (as of the Effective Date of this Renewal License) dedicated fiber links in the City used to originate local programming:

(1) Between City Hall and the Licensee's Headend; and
(2) Between the Access Corporation studio and the Licensee's Headend; and
(3) Between the Cambridge Rindge and Latin High School and the Licensee's Headend.

(b) Regardless of the exact location of the Headend, the Licensee shall maintain said dedicated fibers for audio and video use by the City, the School Department and/or the Access Corporation for the entire term of the Renewal License, without charge(s) to the City, the School Department and/or the Access Corporation, and without externalization and/or pass-through to Cambridge Subscribers.

(c) Said three (3) dedicated fibers shall under no circumstances be considered to be part of the Institutional Network.

(d) There shall be no charges to the City, the School Department and/or the Access Corporation for the provision of said dedicated fiber links, nor shall there be any external and/or line-itemed costs or charges by the Licensee to Cambridge Subscribers related to such dedicated fiber links.

(e) In order that the City, the School Department and/or the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG Programming shall be modulated, then transmitted from those locations in paragraph (a) above, to the Cable System Headend or Hub.

(f) The Licensee shall provide the City, the School Department and/or the Access Corporation with the capability to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels. The Licensee shall not charge the City, the School Department and/or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(g) The Licensee shall provide and maintain, at its sole cost and expense, all necessary interconnection/switching and/or processing equipment in order to switch Upstream Signals from the City, the School Department and/or the Access Corporation to the designated Downstream Access Channel.

Section 6.6---EQUIPMENT/CAPITAL PAYMENTS

(a) The Licensee shall provide funding to the Issuing Authority for equipment/capital in the amount of One Million Dollars ($1,000,000.00). Said funding shall be payable to the Issuing Authority as follows:

(i) Five Hundred Thousand Dollars ($500,000.00) within thirty (30) days of the Execution Date of this Renewal License; and
(ii) Two Hundred Fifty Thousand Dollars ($250,000.00) on January 2, 2001; and
(iii) Two Hundred Fifty Thousand Dollars ($250,000.00) on June 1, 2001.

(b) Pursuant to the FRC Settlement, the Licensee agrees that it shall not externalize said funding on Subscriber bills, nor shall the Licensee in any way pass such equipment funding costs through to Cambridge Subscribers.

(c) Under no circumstances shall said equipment/capital payments be counted against (1) the Telecommunications Funding payable to the City pursuant to Section 7.1 infra; and/or (2) the annual funding payable to the City pursuant to Section 6.7 below; and/or (3) the License Fees payable to the City pursuant to Section 7.2 infra.

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

Section 6.7---LOCAL ORIGINATION STUDIO

(a) The Licensee shall allow the Cable Television Office to use its Sherman Street studio for five (5) hours per week for a period of one (1) year after the Execution Date of this Renewal License. The Licensee agrees that it shall not externalize the costs of said use, if any, on Subscriber bills, nor shall the Licensee in any way pass such costs, if any, through to Cambridge Subscribers.

(b) In addition to the provisions of paragraph (a) above, the Licensee shall pay to the Issuing Authority the sum of One Hundred Fifty Thousand Dollars ($150,000.00) each year of this Renewal License, for a total of One Million Five Hundred Thousand Dollars

($1,500,000.00) over the term of this Renewal License.

(i) The Licensee shall make said payments to the Issuing Authority each year on March 15th.

(ii) The Licensee agrees that it shall not externalize the costs of said annual One Hundred Fifty Thousand Dollar ($150,000.00) payments on Cambridge Subscriber bills, nor shall the Licensee in any way pass said annual $150,000.00 payments through to Cambridge Subscribers.

Section 6.8---FIBER CONNECTION FOR ACCESS CORPORATION IN THE EVENT OF A RELOCATION

(a) In the event that the Licensee moves its Headend facility from its current (as of the Effective Date of the Renewal License) location, the Licensee shall be responsible for providing a relocated fiber connection for the Access Corporation, at the Licensee's sole cost.

(b) In the event that the Access Corporation moves its facility from its current (as of the Execution Date of the Renewal License) location, the Licensee shall bear the costs, if any, of a new fiber connection for the Access Corporation, up to actually-incurred costs to the Licensee of Fifty Thousand Dollars ($50,000.000).

(c) The Licensee hereby agrees that it shall not externalize said relocation costs on Subscriber bills, nor shall the Licensee in any way pass such relocation costs through to Cambridge Subscribers.

Section 6.9---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial, non PEG Access channels. The City, the School Department and/or the Access Corporation shall be responsible for the picture quality of all PEG Access Programming. The demarcation point for such PEG Access Programming shall be the output of the modulator at the following locations:

(1) City Hall;
(2) Access Corporation studio; and
(3) the Cambridge Rindge and Latin High School.

Section 6.10---CENSORSHIP

The Licensee shall not 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.

ARTICLE 7

ANNUAL FUNDING TO THE CITY

Section 7.1---TELECOMMUNICATIONS FUNDING

(a) The Licensee shall provide annual funding to the Issuing Authority in the amount of five percent (5%) of its Gross Annual Revenues, as defined herein, less applicable license fees to the City pursuant to Section 7.2 below and the State, if any, for telecommunications uses in the City, including, but not limited to, PEG Access Programming, I-Net development, etc. Said annual telecommunications funding shall be payable as follows:

(i) The Licensee shall make said payments to the Issuing Authority on a bi-annual basis. The first bi-annual payment to Issuing Authority the under this Renewal License shall be made on August 1, 2001 and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for the preceding six (6) month period from January 1, 2001 through June 30, 2001. The second bi-annual payment to Issuing Authority the under the Renewal License shall be made on February 1, 2002 and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for the preceding six (6) month period from July 1, 2001 through December 31, 2001. Thereafter, for the entire term of this Renewal License, the Licensee shall make said bi-annual payments on August 1st and February 1st of each year of this Renewal License.

(ii) The Licensee shall file with each such bi-annual payment a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding six (6) month period. Along with such statement, the Licensee shall also complete and submit the Gross Annual Revenues Reporting Form, attached hereto as ***Exhibit 5***.

(b) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Issuing Authority an amount equal to five percent (5%) of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of this five percent (5%) payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).

(c) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 7.2---LICENSE FEE PAYMENTS

(a) The Licensee shall pay to the City, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents ($.50) per Subscriber per year, or such higher amount as may be permitted by applicable law(s). Said License Fee payment shall be made to the City on March 15th of each year of the Renewal License.

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual payments to the City on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(28) supra.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following: (1) any interest due herein to the City because of late payments; (2) the equipment/capital payments payable to the City pursuant to Section 6.6 supra; (3) the annual funding pursuant to Section 6.7 supra; (4) the costs related to any liquidated damages pursuant to Section 11.2 infra; and/or (5) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the City pursuant to Sections 2.5, 4.5, 9.2(c), 10.4 and/or 10.5 herein.

(d) The License Fees shall be paid annually to the City throughout the term of the Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Telecommunications Funding and License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which 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 payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, 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.

(c) The term "license fee" shall have the meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act.

Section 7.4---LATE PAYMENT

In the event that the Telecommunications Funding and/or License Fees herein required are not tendered on or before the dates fixed in Sections 7.1 and 7.2 above, interest due on such fee shall accrue fifteen (15) days from the date due at the rate of three percent (3%) above the annual Prime Rate. Any payments to the City pursuant to this Section 7.4 shall not be deemed to be part of the Telecommunications funding and/or License Fees to be paid to the City pursuant to Sections 7.1 and 7.2 hereof, 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 7.5---RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than one year after the Telecommunications funding and/or License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days after a request from the Issuing Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional

fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable.

Section 7.6---AFFILIATES USE OF SYSTEM

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

Section 7.7---METHOD OF PAYMENT

All Telecommunications funding and License Fee payments by the Licensee to the City pursuant to the Renewal License shall be made payable to the City and deposited with the City Treasurer, except for payments that may be made by the Licensee to the Cable Television Office and/or the Access Corporation pursuant to Section 6.3 supra.

ARTICLE 8

RATES AND CHARGES DEFINITIONS

Section 8.1---RATE REGULATION

(a) The City reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

(b) In the event that State and/or federal law at any time permit the regulation of additional Programming and/or equipment rates of the Licensee, the Licensee hereby agrees to negotiate in good faith with the Issuing Authority the City's regulation of such additional Programming and/or equipment rates and charges.

(c) The Licensee shall comply with applicable rate regulations regarding (i) its Cambridge channel count and (ii) Multiple Dwelling Unit rates.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) 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. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

(b) The Licensee shall include all levels and rates of Service(s) in its annual customer rate notice, including the availability and price of the lowest cost of Cable Service. In addition, upon customer inquiry, the Licensee shall provide information relative to the various levels of Cable Service.

(c) 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., attached as ***Exhibit 6***.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published. 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 8.4---CREDIT FOR SERVICE INTERRUPTION

(a) The Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Service interruption.

Section 8.5---SENIOR CITIZEN DISCOUNT

(a) The Licensee shall provide a ten percent (10%) discount off of the price of Basic Service for all senior citizens in Cambridge age 65 and older, for the entire term of this Renewal License.

(b) The Licensee shall not externalize the costs of said senior discount on Subscriber bills, nor shall the Licensee in any way pass the costs of said senior discount through to Cambridge Subscribers.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

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

(1) A general comprehensive liability policy naming the Issuing Authority, the City, its officers, boards, commissions, committees, agents and employees as insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars ($1,000,000.00 or injury or death to any one person in any one occurrence and a Five Million Dollar ($5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the Issuing Authority, the City, its officers, boards, commissions, committees, agents and employees as additional name insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars ($1,000,000.00) for damage to the property of any one person in any one occurrence and a Five Million Dollar ($5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

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

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

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

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

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

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

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

(b) 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.

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

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

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the 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 Two Hundred Fifty Thousand Dollars ($250,000.00). 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, or to comply with any order, permit or direction of any department, agency, commission, committee, board, division or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the maintenance, operation, and/or removal of the Cable System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Sections 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, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

On an annual basis, 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 9.4---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, (i) 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, and (ii) challenges from any other licensed cable operators in the City brought on a "level-playing-field" basis, etc. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the City Counsel. The City shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

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

The insurance policies and the 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 canceled, materially changed or the amount of coverage thereof reduced until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION DEFINITIONS

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or his or her designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or his or her designee 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 10.2---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/LO channels, facilities and support, customer service and complaint response, Programming, and the Institutional Network; (ii) review current technological developments in the cable television field; and (iii) 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 and/or his or her designee(s).

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority and/or his or her designee(s) shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If inadequacies are found which 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.

(d) The Licensee shall notify its Subscribers of all such performance evaluation hearings by periodic announcements on its Local Origination channel, between the hours of seven (7) p.m. and nine (9) p.m., for five (5) consecutive days preceding each such hearing.

Section 10.3---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, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the 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. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such emergency removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority and/or his or her designee(s) shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

Section 10.6---INSPECTION

The Issuing Authority and/or his or her designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the City at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in these activities.

Section 10.7---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 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

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

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

(c) In the event that 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 his or her designee(s) shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. 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. 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 which 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 11.2---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 11.1 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 11.1(c) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Seven Hundred Fifty Dollars ($750.00) per day, for each day that any such non-compliance continues.

(2) For failure to fully activate, operate and maintain the Institutional Network in accordance with Section 3.2 herein, Seven Hundred Fifty Dollars ($750.00) per day, for each day that any 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, Seven Hundred Fifty Dollars ($750.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access Programming and equipment provisions in accordance with the timelines in Article 6 herein, Two Hundred Fifty Dollars ($250.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 7 attached hereto, Two Hundred Fifty Dollars ($250.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or Institutional Network Drops and/or Outlets in accordance with Sections 3.1, 3.2, 5.8 and

5.9 herein and/or Exhibits 1, 3, and 4, Fifty Dollars ($50.00) 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 13 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 11.3---REVOCATION OF THE RENEWAL LICENSE

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

Section 11.4---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 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the City shall have all of the rights provided in the Renewal License.

Section 11.5---NOTICE TO CITY OF LEGAL ACTION

In the event that the City or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the City or the Licensee intends to take legal action,

said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 11.6---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 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the City 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 City under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) A waiver of any right or remedy by the City at any one time shall not 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 City to be effective, it shall be in writing. The failure of 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 City to take any action permitted by the 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 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff its full-time customer service office within the City of Cambridge, for the purpose of receiving customer inquiries and complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries. Said customer service office shall be open for walk-in business during Normal Business Hours, as defined by the FCC's Customer Service Obligations, which shall include one (1) evening a week. The Licensee shall not charge the City and/or externalize and/or pass-through to Subscribers the cost of said office.

(b) Said customer service office location may be changed reasonably at the discretion of the Licensee; provided, however, that (i) the Licensee must operate a full-time customer service office in the City at all times during this Renewal License; (ii) the Licensee shall give the Issuing Authority at least one hundred twenty (120) days advance notice of any such location change, (iii) the Licensee shall take into account any concerns raised by the Issuing Authority regarding such possible change of location and (iv) any relocated customer service office shall be conveniently located for Cambridge Subscribers. In the event that the Licensee relocates its customer service office, it shall give Cambridge Subscribers sixty (60) days advance notice of any such relocation.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as ***Exhibit 7***, during Normal Business Hours, as defined therein.

(b) The Licensee's main customer service office(s) shall have a publicly listed local telephone number for Cambridge 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 Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the quarterly reports, subject to Section 13.5 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

Section 12.3---CUSTOMER SERVICE CALL CENTERS

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

(b) In the event that the Licensee does not maintain operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the 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 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new installations, to Cambridge residents who request Service within seven (7) calendar days of said request.

(b) In arranging appointments for either Cable Television installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur during the following time slots: (9:00 AM to 11:00 AM); (11:00 AM to 1:00 PM); (1:00 PM to 3:00 PM); and (3:00 PM to 5:00 PM) or, if applicable, evening (5:00 PM to 7:00 PM). Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer

automatically a free cable installation or service call to the affected resident or Subscriber on a priority basis mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 7:00 PM, daylight permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday.

(d) For all requests for service or repair that are received during Normal Business Hours, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(e) A Subscriber complaint or request for service received after Normal Business Hours, pursuant to Section 12.1 above, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

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

(g) 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.

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

Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76. which standards are attached hereto, and made a part hereof, as ***Exhibit 7***.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 6*** and made a part hereof, as the same may exist or as may be amended from time to time:

(i) Notification of its Billing Practices;

(ii) Notification of Services, Rates and Charges;

(iii) Equipment Notification;

(iv) Form of Bill;

(v) Advance Billing, Issuance of Bills;

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

(vii) Charges for Disconnection or Downgrading of Service;

(viii) Billing Disputes; and

(ix) Service Interruptions.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

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

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or 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 ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television

operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or 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 Cambridge 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, 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 12.8--- ELECTRONIC COMPLAINT REFERRAL SYSTEM

(a) To expedite the complaint resolution process described in Section 12.7 above, the Licensee and the Issuing Authority, or his or her designee, shall set-up an electronic complaint referral system. Said system shall be based on the "Cable Television Complaint Referral Form," attached hereto as ***Exhibit 8***. Said form shall (i) initially be filled-out by the City describing the complaint received and sent electronically to the Licensee, and (ii) subsequently responded-to by the Licensee explaining the resolution of such complaint(s) and returned electronically to the City.

(b) Unless agreed-to otherwise by both parties, the City shall utilize its existing E-Mail system to send the mutually-agreed-upon Complaint Referral Form to the Licensee for inquiry and response.

(c) Said electronic complaint referral system shall be established within ninety (90) days of the Effective Date of the Renewal License.

Section 12.9---REMOTE CONTROL DEVICES

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

Section 12.10---PICK-UP AND DROP-OFF OF EQUIPMENT

The Licensee shall pick-up and drop-off equipment to a Subscriber's residence at a charge, if any, in compliance with applicable law(s).

Section 12.11---LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards. In the event that the Licensee is unable to demonstrate such compliance, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 12.12---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, as approved in advance by the City of Cambridge Chief of Police and/or his/her designee.

Section 12.13---PROTECTION OF SUBSCRIBER PRIVACY

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

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

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

Section 12.14---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement 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.

Section 12.15---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 12.16---DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

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

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

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

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

Section 12.17---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. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.18---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 12.19---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 12 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.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

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

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

Section 13.2---FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or his or her designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Chief Financial Officer. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

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, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of the Renewal License, the Licensee shall provide, upon request, the Issuing Authority with a report of telephone traffic, generated from an in-house automated call accounting or call tracking system. The Licensee shall maintain such reports for the entire term of this Renewal License.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500B to the Issuing Authority, or his or her designee(s), as required by the Cable Division. The Licensee shall record all written and verbal complaints of its Subscribers on said Form 500B.

Section 13.6---SERVICE INTERRUPTION REPORT

The Licensee shall submit a completed copy of Cable Division Form 500C to the Issuing Authority, or his or her designee(s), as required by the Cable Division.

Section 13.7---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.6 and 12.7 supra, the Licensee shall, within ten (10) business days after receiving a written request from the City, 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 13.8---SEMI-ANNUAL PERFORMANCE TESTS

(a) As required by applicable State or federal law and/or regulation, the Licensee shall conduct, on a semi-annual basis, performance tests to ensure compliance with the FCC Technical Standards including, without limitation:

(i) Signal level of video carrier of each activated channel;

(ii) System carrier to noise level(s) measured at a low and high VHF;

(iii) System hum modulation measured at any one frequency.

(iv) The costs of such tests shall be borne exclusively by the Licensee.

(b) Data from the above tests shall be submitted to the Issuing Authority and/or his or her designee on a semi-annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Section 3.6; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement of what corrective action is to be taken.

(c) All tests herein shall be performed at (1) the Cable System Headend and (2) at four (4) locations in the City farthest from the Headend: one (1) of which locations shall be on the I-Net, and the three (3) other locations on the Subscriber Network.

Section 13.9---QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), on either the Subscriber Network or the I-Net, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

(1) the nature of the complaint or problem which precipitated the special tests;

(2) the system component tested;

(3) the equipment used and procedures employed in testing;

(4) the method, if any, in which such complaint/problem was resolved; and

(5) any other information pertinent to said tests and analysis as required.

(c) At the conclusion of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the

Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the FCC's Technical Standards.

Section 13.10---DUAL FILINGS

If requested, the Licensee shall make available to the City, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 supra.

Section 13.11---ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.12---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.

ARTICLE 14

EMPLOYMENT DEFINITIONS

Section 14.1---EMPLOYMENT, PROCUREMENT AND LIVING WAGE ORDINANCES

The Licensee shall comply with all lawful, applicable City of Cambridge Employment, Procurement and Living Wage ordinances.

Section 14.2---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment Opportunities.

Section 14.3---NON-DISCRIMINATION

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout 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 15.3---SEPARABILITY

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 15.4---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 15.5---RENEWAL LICENSE EXHIBITS

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

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the 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 Execution 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 is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of the Renewal License;

(v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and

(vi) Pursuant to Section 625{f} of the Cable Act, the performance of all terms and conditions in the Renewal License is commercially practicable.

Section 15.7---FORCE MAJEURE

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the

following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber at the time of initial sales presentation (with an acknowledgment by the Subscriber of receipt such offer being indicated by initialing the sales agreement), and maintain, an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---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 15.10---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 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the City Manager, City of Cambridge, Cambridge City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139, with one (1) copy to the City Solicitor's Office at the Cambridge 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 Vice President of Law & Pubic Policy, MediaOne of Massachusetts, Inc., 6 Campanelli Drive, Andover, Massachusetts 01810, with one (1) copy to the Director of Government Affairs at the same address, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose, in an Cambridge newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(d) The Licensee shall identify all public hearings relating to the Cable System by periodic announcement on a community bulletin board channel between the hours of seven (7:00) PM and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

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

Section 15.12---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 15.13---CITY'S RIGHT OF INTERVENTION

The City hereby reserves to itself, and the Licensee acknowledges the City's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License.

Section 15.14---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.

EXHIBITS

EXHIBIT 1

CITY OF CAMBRIDGE INSTITUTIONAL NETWORK BUILDINGS

Engine 3/East Cambridge
Kennedy Elementary School
East Cambridge Branch Library
Harrington Elementary School
Maynard School
Layfayette Square Fire Station
Morse Elementary School
Cambridgeport Elementary School at Blessed Sacrament
Graham and Parks Elementary School
Police Headquarters
Engine 6/River Street
Fletcher Elementary School
Engine 5/Inman Square
King Elementary School
Longfellow Elementary School
Cambridge Rindge and Latin High School
Main Library, Broadway
Agassiz Elementary School
Peobody Elementary School
Engine 4/Porter Square
Fitzgerald Elementary School
Tobin Elementary School
Haggerty Elementary School
Engine 9 Lexington Avenue Fire Station
Engine 8/Taylor Square
Fire Headquarters/Broadway
CCTV/ Prospect Street

EXHIBIT 2

PROGRAMMING

It is the Licensee's intention to have the following channel line-up as of the Execution Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(See attached)

2 WGBH-2 (PBS)
3 AT&T 3
4 WBZ-4 (CBS)
5 WCVB-5 (ABC) (55)
6 New England Cable News (56)
7 WHDH-7 (NBC)
8 Municipal Access
9 Cambridge Community Television
10 Cambridge Community Television
11 WENH-11 (PBS)
12 WLVI-56 (WB)
13 WFXT-25 (FOX)
14 WSBK-38 (UPN)
15 WBPX-68 (PAX)
16 WGBX-44 (PBS)
17 WUNI-27 (UNI)
18 WNDS-50 (IND)
19 WPXB-60 (PAX)
20 WMFP-62 (IND)
21 WHUB-66 (IND)
22 Cambridge Community Television
23 WYDN-48 (IND)
24 Disney Channel
25 Nickelodeon
26 Fox Family Channel
27 Travel Channel
28 MTV
29 VH-1
30 fX
31 TBS
32 Home & Garden TV
33 TNT
34 E! Entertainment
35 USA Network
36 Lifetime
37 A&E
38 The Learning Channel
39 Discovery Channel
40 BET
41 Fox News
42 CNN
43 CNN Headline News
44 C-SPAN
45 C-SPAN2
46 CNBC
47 The Weather Channel
48 ESPN Classic
49 ESPN
50 ESPN2
51 NESN
52 Fox Sports New England
53 The Golf Channel
54 Intn'l (P/T)/Tele Italia (P/T)
54 Municipal Access (P/T)
55 TNN (63)
56 EWTN/BCTV/ Inspirational (64)
57 QVC (65)
58 RTPi
59 AMC (67)
60 HBO (68)
61 Cinemax (69)
62 iN DEMAND PPV
63 HBO Plus
64 HBO Signature
65 STARZ!
66 Encore
67 HSN/Leased Access
68 Game Show Network/ Leased Access
69 fXM: Movies from Fox
70 Bravo
71 The History Channel
72 Turner Classic Movies
73 Cartoon Network
74 Comedy Central
75 Sci-Fi Channel
76 iN DEMAND PPV / Adult PPV
77 Educational Access
78 TV Land
79 The Movie Channel
85 HBO Family
86 MoreMax
87 STARZ! 2
88 Outdoor Life
89 iN DEMAND PPV
90 iN DEMAND PPV
91 iN DEMAND PPV
92 iN DEMAND PPV
93 iN DEMAND PPV
94 iN DEMAND PPV
95 iN DEMAND PPV Info. (57)
96 Court TV
97 iN DEMAND PPV
98 WRLS Radio (60)
99 Showtime (61)

Depending upon converter box type, some channels may appear in different locations.

Basic Service | Expanded Basic Service | Premium | Pay-Per-View | NewChoice

Cambridge 2/01

EXHIBIT 3

FREE DROPS AND MONTHY SERVICE

TO PUBLIC NON-SCHOOL BUILDINGS

The following public buildings and non-profit organizations shall continue to receive the following Drops and/or Outlets and the monthly Basic Service at no charge:

(See the following pages.)

EXHIBIT 3 – Free Drops and Monthly Service to Public Non-School Buildings

Account	Address
	28 Sacramento Street, Cambridge, MA
Cambridge Community Center	5 Callender Street, Cambridge
Cambridge Hospital (59775-2)	1493 Cambridge Street, Cambridge, MA
Cambridge Hospital (59775-2)	1531 Cambridge Street, Cambridge, MA
Cambridge Human Services (26556-1)	51 Inman Street, Cambridge, MA
Cambridge Public Library (53619-1)	449 Broadway, Cambridge, MA
Cambridge School Department (55040-1)	159 Thorndike Street, Cambridge, MA
Cambridge Water Department (59746-1)	250 Fresh Pond Parkway, Cambridge, MA
Central Library (61535-1)	45 Pearl Street, Cambridge, MA
Chamber of Commerce (60330-1)	859 Mass Ave., Cambridge, MA
City Hall (54530-1)	795 Mass Ave., Cambridge, MA
City Hall (61290-1)	795 Mass Ave., Cambridge, MA
City of Cambridge – Electric (255168-1)	35 Third Street, Cambridge, MA
City Traffic Department (26144-1)	57 Inman Street, Cambridge, MA
Comfort Stati (258276-1)	99 Sherman Street, Cambridge, MA
Cronkite Graduate Center (56790-1)	6 Ash Street, Cambridge, MA
Donny Down (256091-1)	806 Mass Ave., Cambridge, MA
Cambridge City Senior Center	
DPW Cambridge (54164-1)	147 Hampshire Street, Cambridge, MA
Emergency Management Dept. (256907-1)	147 ½ Hampshire Street, Cambridge, MA
Engine 9/George Gibson (53807-1)	167 Lexington Avenue, Cambridge, MA
Fire Department 4 (40018-1)	2029 Mass Ave., Cambridge, MA
Fire Department 4 (40018-1)	2029 Mass Ave., Cambridge, MA
Fire Engine 6 (37789-2)	176 River Street, Cambridge, MA
Fire Engine 6 (37789-2)	176 River Street, Cambridge, MA
Fire House (62866-1)	113 Garden Street, Cambridge, MA
Firehouse #3 (52831-1	173 Cambridge Street, Cambridge, MA
Firehouse #3 (52831-1)	173 Cambridge Street, Cambridge, MA
Firehouse Fund (53080-1)	1384 Cambridge Street, Cambridge, MA
Firehouse Fund (53080-1)	1384 Cambridge Street, Cambridge, MA
George Gibson Engine 9 (53807-1)	167 Lexington Avenue, Cambridge, MA
Harvard Taubman Bldg (61295-1)	79 JFK Street, Cambridge, MA
Holmes Hall (68185-2)	1595 Mass Ave., Cambridge, MA
Housing Cambridge (56331-1)	237 Franklin Street, Cambridge, MA
Jim Ryan (67871-1)	76 Coolidge Avenue, Cambridge, MA
Cambridge Cemetery	
Lafayette Square Assoc. (52830-1)	378 Mass Ave., Cambridge, MA
Michael Capuano (264124-1)	110 First Street, Cambridge, MA
Nth Cambridge Senior Center (59948-1)	2050 Mass Ave., Cambridge, MA
Police Station (56791-1)	5 Western Avenue, Cambridge, MA
West Cam Teen Center	19 Corcoran Park, Cambridge, MA
Womens Commission (68078-1)	51 Inman Street, 2nd Flr, Cambridge, MA
Frisoli Youth Center	61 Willow Street, Cambridge, MA

XHIBIT 3 – Free Drops and Monthly Service to Public Non-School Buildings

Gately Shelter (56313-1)	70 Rindge Avenue, Cambridge, MA
Graduate Dorm Account (67915-1)	24 Everett Street, Cambridge, MA
Harvard University School Govt	79 JFK Street, Room L120, Cambridge, MA
On the Rise	31 Broadway Street, Cambridge MA
Kennedy School (62296-1)	79 JFK Street, Rm. 254, Cambridge, MA
Kennedy School (62297-1)	79 JFK Street, Rm. 168, Cambridge, MA
Lesley College (61504-1)	30 Mellen Street, Apt. 1, Cambridge, MA
Lesley College (61505-1)	30 Mellen Street, Apt. 1, Cambridge, MA
Lesley College (61601-1)	23 Mellen Street, Apt. 2, Cambridge, MA
Lesley College (61659-1)	30 Mellen Street, Apt. 2, Cambridge, MA
Lesley College (63051-1)	29 Everett Street Street, Cambridge, MA
MIT House Vis Furn (65617-1)	60 Wadsworth Street E55 28B, Cambridge, MA
MIT House Vis Furn (65618-2)	60 Wadsworth Street E55 28C, Cambridge, MA
MIT House Vis Furn (65619-3)	60 Wadsworth Street E55 28D, Cambridge, MA
MIT House Vis Furn (65620-3)	60 Wadsworth Street E55 28E, Cambridge, MA
MIT House Vis Furn (65621-2)	60 Wadsworth Street E55 28FD, Cambridge, MA
Media Division (62856-1) Harvard U	6 Appian Way, Cambridge, MA
N England School of Eng (41592-1)	5 Lee Street, Cambridge, MA

EXHIBIT 4

FREE DROPS, OUTLETS AND SERVICE TO SCHOOLS

(See the following pages.)

EXHIBIT 4 – Free Drops, Outlets and Service to Schools

Cambridge Port School (68208-1)	12 Mcternan Street, Cambridge, MA
Cambridge Rindge & Latin	
Fitzgerald School (62164-1)	70 Rindge Avenue, Cambridge, MA
Graham Parks School (58343-1)	15 Upton Street, Cambridge, MA
Haggerty School (58341-1)	110 Cushing Street, Cambridge, MA
Kennedy School (58345-1)	158 Spring Street, Cambridge, MA
Matignon School (55548-1)	1 Matignon Road, Cambridge, MA
Morse School (58348-1)	10 Granite Street, Cambridge, MA
Peabody School (58351-1)	44 Linnaean Street, Cambridge, MA
Harrington School	850 Cambridge Street, Cambridge, MA
Tobin School	197 Vassal Lane, Cambridge, MA
Shady School (57407-1)	178 Coolidge Hill, Cambridge, MA

EXHIBIT 5

GROSS ANNUAL REVENUES REPORTING FORM

Company: ***MediaOne of Massachusetts, Inc.***

Municipality: ***Cambridge***

Revenue Period: Calendar Year: _____ Quarter: _____

I. Composition of Total Revenues Subject to License Fee:

A. Subscriber Revenues

Billing Category	Total Revenue Received	Less Revenue Excluded from fee	Revenue Subject to Franchise Fee
Basic/Family			
Pay			
Additional Outlets			
Converter			
Installations			
Collection Charges			
Late Charges			
Commercial (monthly)			
Other (specify)			
Pay-Per-View			
Cable Modem Revenues			
Advertising			
Home Shopping			
Other Revenue			
Revenue Adjustment			

Computation of License Fee Payable

Revenue Subject to Assessment (this period) _____
Multiplied by License Fee Percent _____
Total License Fee Due Before Deduction/Credits _____
Less: Prior Year (overpayments) underpayment _____

GROSS ANNUAL REVENUES REPORTING FORM
Page Two

Less: Other (describe by item)
1) _____
2) _____
Total License Fee Payable For Period _____

Reconciliation of Fee Liability to Payments

Total License Fee Payable For the Calendar Year, to Date _____

Payments Applied

	Date Paid	Check Number	Period Covered
1.			
2.			
3.			
4.			

Total Payments _____

Less Total Payments Made For Year _____

Total License Fee Payment Due For Period Covered By This Report (not yet paid) _____

Total Due (check payable to City of Cambridge) _____

Certification

I certify and attest that this report is accurate and complete to the best of my knowledge and belief.

_____
CORPORATE OFFICER

DATE: _____

EXHIBIT 6

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

10.02: Services, Rates and Charges Notice

(1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
(2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a

subscriber.

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

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

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

10.03: Form of Bill

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

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

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

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

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

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

(f) the date on which payment is due from the subscriber.

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

(a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;

(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;

(c) The amount of any other fee, tax, assessment, or charge of any kind imposed by

any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

(1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

(2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

(3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

(1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.

(2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.

(3) The following provisions shall apply to the imposition of late charges on subscribers:

(a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

(b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.

(c) No late charge may be assessed on the amount of a bill in dispute.

(4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.

(5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for

registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

(6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

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

10.07: Billing Disputes

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

parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

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

EXHIBIT 7

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 **Customer Service Obligations**

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

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

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

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

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

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

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

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

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

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

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

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

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

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

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

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

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

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

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

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

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

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

(i) Notifications to subscribers--

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

(1) Products and services offered;

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

(3) Installation and service maintenance policies;

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

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

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

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

(ii) Billing--

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

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

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

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

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

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

(4) Definitions--

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

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

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

EXHIBIT 8

CABLE TELEVISION COMPLAINT REFERRAL FORM

(See Attached)

CITY OF CAMBRIDGE
CUSTOMER COMPLAINT FORM

Subscriber Name:_____

Address:_____, Cambridge MA

Daytime Phone: ( ) _____-_____ Home Phone: ( ) _____-_____

Date of Complaint:_____ Received by:_____

REQUEST/COMMENT/COMPLAINT DESCRIPTION:

_____

_____

_____

_____

Would the customer prefer a phone or written response to inquiry (circle one): Phone / Written

REFERRED TO: _____DATE REFERRED:_____

(To be completed by person referred to:)

ACTION TAKEN:_____

_____

_____

_____

ACTION TAKEN BY:_____DATE OF ACTION:_____

DEPARTMENT HEAD SIGNATURE:_____

RESPONSE TO CUSTOMER PERFORMED BY: _____

DATE OF RESPONSE TO SUBSCRIBER: _____

SIGNATURE PAGE.

In Witness Whereof, this Renewal Cable Television License is hereby issued by the City Manager of the City of Cambridge, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by MediaOne of Massachusetts, Inc., offering services as AT&T Broadband.

CITY OF CAMBRIDGE

BY: Robert W. Healy
TITLE: City Manager

DATED: December 27, 2000

MEDIAONE OF MASSACHUSETTS, INC., offering services as AT&T BROADBAND

BY: David J. Grain
TITLE: Senior Vice President

DATED: December 20, 2000

STIPULATION OF PRESERVATION OF RIGHTS

This Stipulation agreement ("Agreement") is made this 27th day of December, 2000, between the City Manager of the City of Cambridge (the "City"), in his role as statutory Issuing Authority, and MediaOne of Massachusetts, Inc., offering services as AT&T Broadband ("AT&T"), 6 Campanelli Drive, Andover, MA 01810, (collectively, "the Parties").

WHEREAS, AT&T is the successor in interest to the "Final cable Television License" (the "Final License") for the City of Cambridge, including the Cambridge Public Access Television Agreement ("CPAC Agreement"), Schedule 15 thereof, originally granted to American Cablesystems Northeast on December 30, 1985, and expiring on December 29, 2000; and

WHEREAS, the Parties, in contemplation of the expiration of the Final License, have negotiated a Renewal Cable Television License ("Renewal License"); and

WHEREAS, the Parties are in dispute with respect to the contractual interpretation of Section 2(1)c of the CPAC Agreement ("the Dispute"), and will be unable to resolve the dispute prior to the expiration of the Final License; and

WHEREAS, the Parties desire to avoid a lapse in an effective cable television license for the City; and

WHEREAS, the Parties desire to execute the Renewal License, and continue good faith discussions relative to the Dispute, while preserving any and all rights the Parties may have had prior to executing the Renewal License;

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

The execution by either party of the Renewal License shall in no way create, diminish, prejudice, waive, or otherwise affect, any right or defense that party may have had under Section 2(1)c of the CPAC Agreement, as existed prior the said execution. Both Parties acknowledge that the execution of the Renewal License, and of this Agreement, shall neither create nor waive any rights the Parties may have to challenge the Dispute or bring an action to seek interpretation or enforcement with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement in triplicate as of the date first written above.

City of Cambridge,
Massachusetts

BY ITS CITY MANAGER:
Robert W. Healy

MediaOne of Massachusetts, Inc., now offering services as AT&T Broadband

BY ITS ATTORNEY:
Jeffrey Fialky, Senior Operations Counsel

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City of Cambridge,
Massachusetts

BY ITS CITY MANAGER:
Robert W. Healy

MediaOne of Massachusetts, Inc., now offering services as AT&T Broadband

BY ITS ATTORNEY:
Jeffrey Fialky, Senior Operations Counsel