

ARTICLE 1
DEFINITIONS

Section 1.1 - DEFINITIONS

For the purpose of this 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.

Access Channel - A video programming channel which Licensee makes available to the Town without cost for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms hereof.

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

Cable Service: The transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such video programming which Licensee may make available to subscribers generally.

Cable Communications System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is

designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Town.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

CMR: Code Massachusetts Regulations.

Commission: The Massachusetts Cable Television Division of the Department of Telecommunications and Energy, formerly known as the Massachusetts Community Antenna Television Commission, or successor agency.

Division: The Massachusetts Cable Television Division of the Department of Telecommunications and Energy, formerly known as the Massachusetts Community Antenna Television Commission, or successor agency.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Educational Access: Any specific channel on the Cable System which has been allocated for use by educational organizations and institutions in the Town of Middleborough, and the use thereof, to present non-commercial educational programming or information as determined by the School Department, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: January 14, 2000.

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

Government Access: Any specific channel on the Cable System which has been allocated for use by the Town of Middleborough, the Issuing Authority or their designee(s), and the use thereof, to present non-commercial programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues or Gross Revenues: Compensation, in whatever form, exchange or otherwise, received by Licensee which is derived from all revenues for the provision of cable service on the Cable System within the Town of Middleborough, defined to include subscriber

cable service charges, installation revenues (including, among other things, reconnection and second set), equipment charges, advertising revenues as prorated to include those attributable to the Middleborough Cable System, leased access revenues, home shopping revenues and any other revenues from the operation of the cable television system in the Town of Middleborough; provided, however, that gross annual revenues shall not include (1) to the extent consistent with generally accepted accounting principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, returned checks and asset sales when such sales do not occur in the ordinary course of business and (2) revenues from telecommunications services to the extent the Cable Act as amended excludes such revenues from federal fee calculations. Licensee shall include Cable Modem or Internet revenues within Gross Revenues unless the Congress, F.C.C. or Courts rule that such revenues are within telecommunications services not permitted to be counted in such gross revenue calculations.

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

Leased Channel: Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

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

Local Origination: Local programming produced by the Licensee and/or its staff or by Licensee in conjunction with community volunteers.

Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to subscribers on a per-channel basis or as a package of services, not including basic service and other regulated tiers.

Prior License: The Cable Television License in effect prior to the execution of this Renewal License, for the period January 14, 1985 through January 14, 2000 originally issued to Continental Cablevision of Massachusetts, Inc., as awarded March 23, 1987.

Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Public Access: Any specific channel on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming in accordance with 47 U.S.C. 531 and the terms hereof.

Public, Educational and Government Access ("PEG Access"): The right or ability of any Middleborough residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, dedicated and compatible public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned ways within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose without applicable legally required permits, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Standard Service Package - A combination of cable service tiers, consisting of the Basic Broadcast tier and Cable Programming Service tiers, as those tiers are defined by the FCC, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System.

Town: The Town of Middleborough, Massachusetts.

Upstream Channel: A channel over which signals travel over the Cable System to the headend from remote points of origination.

ARTICLE 2
GRANT AND TERM OF LICENSE

Section 2.1 - GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Communications System within the corporate limits of the Town of Middleborough.

Section 2.2 - RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable Communications System in, under, over, along, across or upon the Public Ways of the Town of Middleborough within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services, I-Net services, cable modem services and other services customarily provided by a cable operator subject to and in accordance with all applicable laws.

Section 2.3 - APPLICABLE LAW

This License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other general laws, and in compliance with and subject to federal, state and municipal law in force and effect during the period for which this License is granted. Any reference herein to federal, state and municipal laws, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

Section 2.4 - TERM OF RENEWAL LICENSE

The term of this non-exclusive Renewal License shall be for a period of ten(10) years and shall commence on January 14, 2000, following the expiration of the current license, and shall terminate at midnight on January 13, 2010.

Section 2.5 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by G.L.c. 166A, Section 7, and the regulations of the Commission promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application and forms therefor as provided by the FCC as applicable or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee and transferor and transferee shall otherwise comply with said FCC application form requirements.

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

(c) The Licensee shall submit to the Issuing Authority four (4) copies, unless otherwise directed, of the license transfer application, including any forms required by state or federal law.

(d) Reasonable Town administrative or legal costs up to one thousand two hundred fifty dollars (\$1,250) incurred by the Issuing Authority in connection with the review of such application and with the transfer process shall be reimbursed by the Licensee transferee.

Section 2.6 - NON-EXCLUSIVITY OF LICENSE

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

(b) Any additional issuance of a cable license or Open Video System permit granted by the Issuing Authority shall be issued with burdens, privileges and obligations substantially equivalent to those in this License , taking into consideration such differential factors as are equitable for determining substantial equivalency.

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

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage with material economic injury as a result of a competing multichannel video programmer operating in the Town, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable such that commercial impracticability proceedings and rights will be available, however, the parties shall first negotiate in good faith possible license modifications such that Licensee and such competitor may be on a level playing field. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage and material economic injury in assessing a Section 625, commercial impracticability modification request from the Licensee. The Issuing Authority shall provide modification of requirements of this Renewal License if the Licensee demonstrates and the Issuing Authority finds that it is commercially impracticable for the Licensee to comply with such requirement without modification and the proposal by the Licensee for modification of such requirement is appropriate because of commercial impracticability and not otherwise because of Licensee's own business practices. Any final decision made by the Issuing Authority under this section shall be made in a

public proceeding. The parties agree that the standard applied to the Licensee's request for modification shall be guided by the "Commercial Impracticability" provisions of the UCC - recognizing, and accounting for, distinctions given the context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the UCC and by other commercial impracticability standards and that Licensee shall provide the Issuing Authority with such information as needed to process and review the foregoing requests of the Licensee.

Section 2.7 - POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License or to cable operators only. Licensee shall comply with all applicable laws and ordinances enacted by the Issuing Authority pursuant to any such powers.

Section 2.8 - REMOVAL OR ABANDONMENT

Upon termination of this License by passage of time, license revocation or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition.

If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding this Section, to the extent federal law applies pursuant to Section 2.9 (Proceedings Upon Expiration or Revocation), the applicable provisions of federal law (47 U.S.C. 547) shall govern.

Section 2.9 - PROCEEDINGS UPON EXPIRATION OR REVOCATION

In the event that this License is revoked, and all appeals have been exhausted, or that it expires, and the Issuing Authority determines not to renew this License and all appeals have been exhausted, or the License otherwise terminates, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, 47 U.S.C. 547, by transferring the Cable System to the Town or a subsequent licensee in accordance with 47 U.S.C. 547.

ARTICLE 3
SYSTEM DESIGN, CONSTRUCTION AND OPERATION

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

(a) The area to be served is the entire Town of Middleborough. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984. Licensee shall not be obligated to extend to new areas with less than ten homes per aerial mile and 15 homes per underground mile as measured from existing plant subject to Schedule 3.1 with respect to unwired streets as of the effective date hereof and with respect to a cost sharing formula for streets with fewer than ten homes per aerial mile or fewer than fifteen homes per underground mile.

(b) Provided Licensee has at least forty-five (45) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed reasonable additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

Section 3.2 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz) Cable Communications System, fed by means of a fiber-optic transportation cable network, fully capable of carrying at least ninety channels in the downstream direction and four (4) channels in the upstream direction. Said 750 MHz Cable System shall be designed for not less than 550 MHz, or its equivalent, of video transmissions, and

be capable of providing cable modem service to residential subscribers, with 200 MHz reserved for future digital or analog two-way transmissions, with the allocation of the analog and digital bandwidth within the 750 MHz subject to change at the discretion of the Licensee. The Cable System shall utilize a hybrid fiber-coaxial cable architecture with fiber running to nodes within the Town.

(b) The Licensee shall not remove any television antenna of any subscriber but shall offer a device to allow subscribers to choose between cable and non-cable television reception.

(c) The Cable System shall be technically capable of transmitting Town-specific access programming and commercial programming, provided however, the Issuing Authority acknowledges it has no rights nor ability to mandate specific programming.

(d) To assure Licensee's local technical oversight and management of the cable system in a manner responsive to local subscriber and government needs, Licensee will make reasonable efforts to provide Middleborough a technician that is familiar with the Middleborough plant and I-Net to provide reasonable continuity and familiarity with Middleborough system technical issues.

Section 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of its geographical location (subject to S.3.1(a)). Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within two hundred hundred feet (200 ft.) of the cable plant for an aerial drop, or one hundred fifty feet (150 ft.) for an underground drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop.

Section 3.4 - - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Any municipal or school locations in Middleborough that have been wired for cable service or Institutional Network services during the Prior License period shall continue to receive such cable and I-Net services without charge to the Town during the term hereof in accordance with the terms of said Prior License and the FRC Settlement, incorporated herein by reference, subject to the following and except if and when the Town exercises its option to finance construction of a new I-Net pursuant to Section 5.6 below. If said new I-Net option (for construction of a new I-Net pursuant to Section 5.6) is exercised by the Town, then upon completion and operation of said new I-Net, Licensee shall not be required to continue provision of the existing I-Net upon completion of construction and operation of said new I-Net. (See Section 5.6 re I-Net.) The foregoing shall not diminish any classroom wiring requirements arising under the Social Contract between the F.C.C. and MediaOne. (b) All future newly

constructed or acquired municipal buildings and schools along the cable routes shall receive, free of charge, one (1) drop,

outlet and the Standard Service Package, in accordance with the municipal building drop provisions of Prior License (Section 9(a)), incorporated herein (attached as Schedule 3.4(b)). If necessary to receive the Standard Service Package, Licensee will provide a converter to any classroom or municipal building entitled to service under this Section at no charge to the Town. The Town or School Department as applicable shall be responsible for said converter in the event of vandalism or gross negligence damaging the converter.

Section 3.5 - STANDBY POWER

The Licensee shall maintain a minimum of three (3) hours standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request, Licensee shall furnish evidence to the Issuing Authority on an annual basis that such standby power has been tested annually and is in good repair.

Section 3.6 - TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall occur except upon a permit in writing from the Town Tree Warden or other person designated by the Department of Public Works provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators.

Section 3.7 - UNDERGROUND WIRING OF UTILITIES

In areas of the Town having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground unless aerial is also available at such locations. Licensee shall comply with all applicable state laws and regulations concerning "DIG-SAFE" requirements.

Section 3.8 - PEDESTALS AND VAULTS

In any cases in which vaults housing passive devices are to be utilized, in the Town Public Ways or within the Town public layout, Licensee will comply with applicable Public Works requirements. Provided, however, that Licensee may place active device (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, at Town approved locations to be determined when Licensee applies for an underground permit, which shall not be unreasonably denied but shall be subject to other requirements of general applicability such as but not limited to general requirements for permits.

Section 3.9 - PRIVATE PROPERTY

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

Section 3.10 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to approval of the Town 's Department of Public Works or their designee provided that such approval is a requirement of general

applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

Section 3.11 - COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be in accordance with applicable law.

Section 3.12 - RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

Section 3.13 - RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

Section 3.14 - SERVICE INTERRUPTION; REBATES

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use, and only after a minimum of twenty-four (24) hours notice to affected subscribers. Rebates for service interruptions shall be in accordance with Section 7.5 of this Renewal License and applicable law.

Section 3.15 - CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable Communications System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall be in conformance with the applicable provisions of the National Electrical Code (Article 820), the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Community Antenna Television Commission and the FCC including the signal quality requirements of the FCC. Upon written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the Town.

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

Section 3.16 - RIGHT OF INSPECTION

(a) In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times upon reasonable

notice to Licensee except that inspection of cable wires in plain view on a Public Way shall not require any such notice. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing.

Section 3.17 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Communications System, the Town shall have the right to do so at the sole cost and expense of Licensee. Licensee shall be eligible, where applicable, for reimbursement under any applicable government program providing for reimbursement.

Section 3.18 - [intentionally omitted]

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ARTICLE 4
RATES AND PROGRAMMING

Section 4.1 - INITIAL RATES

(a) The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this License are listed in **Schedule 4.1** attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection Act, certain costs of PEG Access and other franchise costs, including senior discount, may be passed through to subscribers in accordance with federal law.

Section 4.2 - RATE RE-REGULATION

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

Section 4.3 - PROGRAMMING CATEGORIES

Licensee has offered and shall provide the following cable services:

- (1) the broad categories of broadcast stations, satellite services and other cable services set forth in **Schedule 4.3** attached hereto;
- (2) all PEG Access channels required by Article 5 (Community and PEG Access Programming) of this License.

Section 4.4 - PROGRAMMING TIERS

(a) The initial programming and services offered by Licensee are listed in **Schedule 4.4**, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

(b) Nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the Town, should such right be granted to the Town under applicable federal or state law in the future.

Section 4.5 - LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.

Section 4.6 - STEREO TV TRANSMISSIONS

Provided that Licensee's headend is capable of receiving more of a television broadcaster's programming day in stereo, Licensee shall transmit this broadcast programming in stereo to its subscribers.

Section 4.7 - CHANNEL LINEUP

Licensee shall notify the Issuing Authority and the subscribers, in advance, each time its channel lineup changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within fourteen (14) days of such changes. In the event the channel lineup is significantly changed during the term of the License, Licensee shall provide each subscriber with an updated channel lineup.

Section 4.8 - REMOTE CONTROLS

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by

Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter. Convertors which are provided by the Licensee shall have functional volume controls.

Section 4.9 - SENIOR CITIZEN DISCOUNT

Within six (6) months of the Effective Date of this Renewal License, Licensee shall offer a ten percent (10%) discount on the basic broadcast level of service (which shall apply to the basic component for subscribers buying more than basic of service) to all heads of household, age sixty-five (65) or older, at their permanent residence, who are Medicaid eligible under the present Medicaid eligibility criteria or their replacement. Notwithstanding the foregoing provision, any individual person receiving a senior citizen discount as of the expiration of the Prior License will continue to receive the same level of discount and Licensee shall not terminate existing recipients of said discount, including but not limited to persons at housing authority residences or nursing homes. In addition, the common area room of each nursing home within the Town shall receive one free cable drop at no charge.

ARTICLE 5

LOCAL ORIGINATION AND ACCESS

Section 5.1 LOCAL ORIGINATION AND ACCESS

(a) Licensee shall continue to operate the local programming studio (the "studio") located at its current location in Middleborough, Massachusetts serving Middleborough and Lakeville for the production and cablecasting of both Licensee-produced local programming ("local origination programming") and access programming, including public, educational and governmental access programming, which local origination and access programming shall be on dedicated local channels in accordance with the terms hereof.

(b) Licensee shall continue its studio as operated as of the expiration of the Prior License, as amended, and further thereto shall continue to provide the current staffing level (one full-time person and one half time person dedicated to Middleborough and Lakeville). Said studio staff shall be responsible for coordinating the cablecasting of local origination and access programming, including the coverage of community events and matters of community interest with best efforts to continue the level of programming provided as of the expiration of the prior license, and providing periodic training and reasonable technical assistance to volunteer producers, residents and Middleborough School Department students and staff. Licensee shall offer access users the level of training substantially equivalent to that provided at the Middleborough studio as of the expiration of the Prior License and shall include at least training in customary studio and field production, editing and post-production skills and studio staff shall be available to provide such

training at public schools within the Town of Middleborough, if requested in writing by the principal of a particular public school, not less than forty eight hours annually.

(c) Licensee shall be responsible for continue coverage of municipal meetings at the level provided as of the expiration of the Prior License including cablecasting of Board of Selectmen, School Committee, annual and special Town Meeting and the Town Gas & Electric Dept Meetings, except where the foregoing meet on the same night,if requested by the Board of Selectmen, School Committee or G&E as applicable. Licensee may satisfy its obligations hereunder with the assistance of volunteers if said volunteers are available and provide reliable coverage. The Town may use the stipend provided for in this Section 5.1(c) for payment to persons other than Licensee for additonal municipal meeting coverage as requested by the Issuing Authority. To facilitate municipal coverage, Licensee shall within sixty (60) days from the Effective Date pay to the Issuing Authority \$25,000.00 to be used to purchase a remote controllable camera system for the Board of Selectmen meeting room. For coverage of additional municipal meetings, \$2,500.00 per year of the Educational and Governmental Telecommunications Program payment (\$2,500.00 of the 1% of gross annual revenues) payable under Section 5.2 shall be earmarked for stipends for students and or residents of Middleborough performing the necessary camera and production work with said work to be undertaken with the cooperation of the Town.

(d) The local origination and access studio shall be under the management of the Licensee but subject to public, educational and governmental access in accordance with the terms hereof. Access channels shall be available for student, teacher, public and municipal use for educational, public and governmental access programming and training in accordance with the access

provisions of this License and the Cable Act, 47 U.S.C. 531. Any resident of the Town, or any non-profit organization based in the Town, shall have the right to produce programming on the public access channel, and shall have access to facilities and equipment, upon completion of a training program, or upon certification of proficiency by Licensee staff, and shall have access to training, subject to rules, if any, established by the Issuing Authority and Licensee pursuant to this License. Public use of the access facilities and channels shall be on a first come first serve non-discriminatory basis subject to non-discriminatory and customary station scheduling practices.

The number of operating hours for the studio shall be forty (40) hours per week for Middleborough and Lakeville local origination and public access, including evening and weekend hours. The use of studio and channels for access purposes shall have the objective of providing a forum for local television and for providing a place for educational activity pertaining to television. Licensee shall exercise best efforts to schedule local-origination and access programming such that access as well as local origination programming are cablecast at times most likely to be seen by viewers. The parties further agree that Licensee shall exercise best efforts to maintain the average number of weekly hours of local-origination programming at not less than Licensee provided under the last year of the Prior License, being approximately five hours per week, for local programming relating to Middleborough local matters or events, including municipal meeting coverage.

(e) Licensee shall keep at the studio the equipment already provided during the Prior License except as replacement may be needed and in furtherance thereof an inventory of studio and portable production equipment, and modulators and associated equipment, as of the expiration of the Prior License, is attached hereto as Schedule 5.1(e). Licensee shall maintain and replace access and L-O equipment as needed to assure that the studio is maintained at a level at least equivalent to the inventory of the studio equipment provided under the prior license and under this

license. Such equipment shall be maintained at an industry performance level customary and usual for such equipment.

(f) Within 180 days of the License effective date, Licensee shall expend \$25,000.00, for new production equipment for the local studio, which sum shall be provided at no charge to the Town and, within 180 days of the execution date of the Lakeville Renewal License, Licensee shall expend an additional \$75,000.00, for new production equipment, subject to the following, and with pass-through of only \$75,000.00 of the foregoing \$100,000.00 total. The community studio equipment purchases under this para. (f) shall be determined jointly by the Licensee and the Issuing Authority or its designee following consultation with the Cable Advisory Committee.

With respect to the foregoing \$75,000.00 expenditure due within 180 days of the execution date of the Lakeville Renewal License, the Town of Middleborough reserves the right to have said funds allocated to Middleborough-only equipment (as opposed to use for two-Town shared studio purposes) in the event the Town of Lakeville Renewal License does not provide for capital contribution to the two-Town shared studio in an amount proportional to Middleborough's \$100,000.00 expenditure. Proportionality will be determined relative to the number of subscribers in the systems.

(g) Licensee shall provide three (3) subscriber network downstream channels for local origination and access as follows: A local-origination/access channel, currently Channel 3, shall be reserved for and dedicated to both Middleborough community programming produced by Licensee and for public access and municipal access programming ("local origination and access channel") with said channel to be non-commercial in nature and two educational access channels, shall be reserved for and dedicated to non-commercial educational access programming for Middleborough only. One of the foregoing two educational access channels shall be available within six (6)

months from the effective date hereof and one shall be available upon the effective date hereof.

Said local-origination/access channel shall be under the management of Licensee, subject to public and municipal access rights in accordance with the federal Cable Act, 47 U.S.C. 531 and the terms hereof; and educational access programming originating from Middleborough shall be under the management of the Middleborough Public Schools. (h) The L-O public and municipal access channel may be used by municipal departments and agencies to inform subscribers about Town government, services and issues. Such municipal access programming shall be subject to such reasonable operating rules as the Issuing Authority may adopt. The existing local origination/access channel shall also be available for municipal access. Access channels shall not include campaign advertising or paid political advertising.

(i) The educational access channels may be used by the Middleborough Public Schools for educational and school-related programming. Such an educational access channel shall be subject to such reasonable operating rules as the School Department may adopt. No such access channel shall include campaign or paid political advertising.

(j) The cable system shall be capable of local origination and access cablecasting from the studio and other I-Net sites, or from other remote origination points which may be specified pursuant to the Schedule ___ attached hereto. Each local origination channel or access channel shall have the ability to transmit upstream to the headend via an effective and reliable I-Net upstream channel or via its own dedicated subscriber network upstream video channel and Licensee shall be responsible for regular processing from upstream to downstream channels.

(k) Licensee shall be responsible for the technical maintenance and signal quality of such downstream and upstream local channel transmissions, and I-Net transmissions, notwithstanding the fact that Licensee is not responsible for the production quality of public or educational access

productions nor is Licensee responsible for the access equipment not owned by Licensee. Video signal transmission quality on such channels shall be commensurate with those which apply to Licensee's regular commercial channels and Licensee shall upon written request of the Issuing Authority, provide copies of F.C.C. signal quality proofs of performance with respect to the local origination, access and I-Net channels.

(l) The Licensee and the Issuing Authority may require members of the public to assume individual responsibility for any public access program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and Licensee harmless for same, subject to Cable Act and FCC requirements, however, individual public access producers shall not be required to obtain any insurance policy as a precondition of cablecasting nor shall the Licensee nor the Issuing Authority be obliged to engage in pre-screening of public access program content. It is the intent of the parties that producers be on notice that neither the Licensee nor the Issuing Authority assume editorial responsibility for such individual's local productions and therefore are not liable for the errors, if any, of such individual local access producers.

(m) To inform the public about use of the local studio facilities and channels, the Licensee shall conduct regular outreach to publicize same, including regular cablecasting notice of the availability of the equipment, facilities and of training.

(n) Licensee, the Issuing Authority or its designee shall meet from time to time, upon the request of either party, to discuss and cooperatively implement the terms hereof.

(o) Consistent with the current underwriting standards for non-commercial television stations, notices of support and underwriting may be permitted within or adjacent to access programs and revenues for same may be used for local access productions.

(p) During the term of this Renewal License, the Licensee may request that the Issuing Authority consider consolidating the local programming studio into a regional studio to serve the communities in the surrounding area. The Licensee shall provide the Issuing Authority, or its designee, with all information necessary to consider said option including, if requested, a written proposal. The Issuing authority, or its designee, shall reasonably consider said option in good faith, however, any such Issuing Authority decision with respect to regional studios (either outside or in Middleborough), shall be at the discretion of the Issuing Authority.

(q) Licensee agrees to operate the current studio at the same or substantially equivalent expenditure level as operated as of the expiration of the Prior License, adjusted annually for inflation, such that there will be no net increase in Licensee's external costs for said studio expenses and no resulting increase in subscriber rates attributable to continued operation of said studio except for those increases resulting from new license requirements above those required under the prior license and for inflation adjustments, pursuant to the FRC settlement.

(r) If Licensee supports distance learning during the term of this License, it shall make the Town aware of such information or resources that are available.

Section 5.2 MIDDLEBOROUGH EDUCATIONAL AND MUNICIPAL CABLE TECHNOLOGY ACCESS PROGRAM

(a) Notwithstanding the payments made pursuant to the provisions of M.G.L. Chapter 166A, Section 9, Licensee shall, on or before March 15 of each year during the term of this License make a grant payment for educational and municipal cable access to the Town of Middleborough, for its Middleborough Educational and Municipal Cable Technology Access Program in the amount of one percent (1%) of Licensee's gross revenues per annum for the preceding calendar year, payable

into a restricted grant account, established by the Town, and not payable into the general fund, however, for the first two years of the License, said 1% payments shall be payable to the Issuing Authority or its designee for Town access/cable-related purposes, and for the remainder of the License said 1% payments shall be equally divided between the Issuing Authority (or designee) and School Department thus for both municipal and educational access/cable-related purposes.

During the last year of this Renewal License, for the period between March 15 and the expiration of the Renewal License, Licensee shall pay one percent (1%) of gross revenues accruing during said period payable upon the expiration of said Renewal License. Such educational and municipal access payments shall be considered as part of Licensee's franchise fee commitments and shall be included in the franchise fee for purposes of any applicable federal limitation on franchise fees, provided that in any event all franchise fees in the aggregate shall not exceed the limit on franchise fees imposed by federal law.

(b) The Town's Permanent Cable Committee shall act as the agent of the Issuing Authority and shall seek Issuing Authority approval of disbursements and other final actions, as may be required by the Issuing Authority. Said Committee may take action by majority vote of the Committee. Members of said Committee shall serve at the discretion of their appointing authorities and may be removed without cause at the discretion of the aforesaid appointing authorities. On or about March 15 of each year following the execution date of this License, said Committee shall annually submit to the Issuing Authority and Licensee a written report showing actual disbursements including a detailed statement explaining the allocation of funds for educational and municipal access, access needs, interests and operations and the actual use of said funds for cable access by the Town of Middleborough during the prior year.

(c) To further support the Middleborough educational telecommunications program, Licensee shall, within forty-five (45) days from the execution hereof, make the following payment: \$100,000.00 as a capital payment, for educational access technology and facilities in the Middleborough School Department new studio (currently planned for location at New Middle School) and with 15% of the cost thereof excluded from rate pass through.

(d) Equipment for the Educational and Municipal program purchased with funds provided pursuant to Section 5.2 of this License shall be owned by the Town of Middleborough for use of the Middleborough Public Schools, Public Library and municipal locations as determined by the Middleborough Permanent Cable Committee with responsibility for said equipment being in the department accepting and using said equipment. In no event shall said capital grants be counted against either the annual educational access grant (one percent) required by Section 5.2(a), nor shall it be included in the calculation of any other license fee payment subject to the 5% federal cap on franchises under applicable law.

(e) Should Licensee fail to timely make any payment under clauses (a) and (c) above, and should such failure continue for a period of 30 days from written notice thereof, then it shall additionally be charged interest which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan Bank of North America plus two percent. Payment of this interest charge shall not preclude any other remedy available to the Issuing Authority under applicable law.

(f) The annual educational access payment under Section 5.2(a) and the capital payment under 5.2(c) shall be paid into a special and restricted access grant or revenue account and not the general fund. The Town may in its discretion allocate expenditures of these funds for the community studio and public access in addition to educational and governmental access.

(g) To assure the ability of the Town's public schools to distribute educational programming to and from school buildings, the cable system or I-Net design shall be such that the primary educational access channel(s) shall be capable of transmitting educational programming specifically from Middleborough public schools to other Middleborough public schools or to the subscriber network.

(h) If any section, sentence, paragraph, term or provision of this Section 5.2 is determined to be invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such that any or all of the funding provided by Licensee to the Educational and Municipal Cable Technology Access Program becomes unavailable, then the Issuing Authority shall have the right to direct the Licensee to make the aforesaid grant payments to a duly created private non-profit Educational and Municipal Access Corporation. Such payments, however, shall be subject to substantially the same terms and conditions, to the extent applicable, provided for in Section 5.2 of this License, including the provisions that said payments, when added to all other franchise fees paid by Licensee, not exceed the limitation provided for in Section 5.2(a).

(i) On or about March 15 of each year following the execution of this License, the Licensee shall provide the Issuing Authority with revenue statements prepared in accordance with Generally Accepted Accounting Principles showing actual gross revenues for the prior calendar year for purposes of calculating the annual one percent (1%) educational access grant.

Section 5.3 PREPARING CERTAIN LOCATIONS FOR CABLECASTING

Licensee shall pay the Issuing Authority \$25,000.00 for a School Committee meeting cablecasting system within 60 days from the Effective Date hereof.

Section 5.4 TRANSITION/"GRANDFATHERING"

Licensee agrees to "grandfather," that is to continue or not to remove, as applicable, any local origination or access equipment or facilities actually provided as of the expiration of the prior license, except where such removal of equipment or facilities is necessary for technical or safety reasons, or is replaced by equipment with equivalent capability, or as otherwise consented to by the Issuing Authority. Notwithstanding any omission to expressly assign title or ownership of equipment to the Issuing Authority, if by any prior license or prior agreement title and ownership of any particular access equipment or facilities has been or was required to be assigned to the Issuing Authority, the Middleborough Public Schools or other municipal agency, nothing in this License shall rescind such assignment of title or ownership to the Issuing Authority, Middleborough public schools or other municipal agency.

Section 5.5 - INTERNET ACCESS

In accordance with the Social Contract entered into by Licensee and the FCC, the Licensee will upon the request from the Middleborough School Department, provide each school in the Town with one (1) free connection to on-line service for personal computers and free access to the Internet, which Licensee shall continue to provide to the Town until June 30, 2001 at no charge to the Town. The Licensee agrees to maintain one (1) free single-use connection and unlimited access to such on-line service to the main branch of the Middleborough Library, subject to said Library's acceptance of MediaOne's Library Connections sponsorship requirements. Said Library facilities shall be used for the general benefit of the public. Licensee agrees that the School Department may take credit for single user modem and upgrade at Town's cost to a multi-user

modem (permitting where technically feasible, interconnection of local area networks within a municipal or school building to such multi-user modem). For non-commercial municipal purposes the Town may on the old or new I-Net, in its discretion and at its own expense, use such internet service provider as it chooses.

Section 5.6 - INSTITUTIONAL NETWORK (“I-NET”)

(a) Licensee shall continue to maintain and operate the existing Institutional Network (“existing I-Net”) as required under the Prior License with two-way capability and a minimum capacity of transmitting forty-two (42) 6-MHz channels subject to the following. The existing I-Net will continue to be able to transmit video, audio and data from and among all municipal buildings subject to the following limitations on Licensee responsibility for I-Net data. For an eighteen month period commencing upon the effective date hereof, Licensee will provide the Town with support for data transmission for the existing I-Net as provided for during the Prior License; and, in consideration of the New I-Net Option (See below re new I-Net to be Financed by Town), the Town acknowledges that Licensee is not guaranteeing the performance of the existing I-Net for data transmission, however, Licensee is required to guarantee and maintain the existing I-Net for video transmission as under the prior license (for video) for a five year period commencing upon the Effective Date, at no usage or maintenance charge to the Town, or, in the event that the Town has Licensee construct a new I-Net under subparagraph (k) below, then upon said new I-Net being fully operational and tested as certified by the parties, then Licensee may discontinue and/or remove the I-Net constructed under the Prior License. After said 18 month transition, with respect to data, the Town or School Department may continue to use said existing I-Net at its own risk and be responsible for data technical support and user equipment except Licensee shall be responsible for the underlying I-Net wire (trunk and distribution system). Said existing I-Net may be used for point-to-point video transmissions and data networking, however, five years from the

Effective Date, or upon completion of construction and testing of the new I-Net, whichever is earlier, Licensee may discontinue its existing I-Net at which time the Town will rely on its own I-Net constructed by the Licensee in accordance with paragraph (k) below. Prior to any removal or termination of the old I-Net, Licensee shall provide a written certification that said new I-Net is fully operational and ready for use and the Town shall have opportunity to inspect and test the new I-Net to determine its proper functioning in accordance with the terms of the Renewal License.

(b) The Licensee shall continue to provide one (1) I-Net drop, free of charge, to all municipal buildings and schools on the existing I-Net. The Licensee shall provide one (1) I-Net drop, free of charge, to any new municipal or school building which lies along its I-Net route within ninety (90) days of a written request by the Issuing Authority. Additional I-Net drops, if any, in excess of the above shall be installed by the Licensee subject to payment by the Town of the Licensee's actual costs for time and materials. The location of all new I-Net drops shall be determined jointly by the Licensee and the Issuing Authority, or its designee. Licensee shall continue to maintain I-Net drops and outlets to municipal and school buildings and classrooms wired for the same prior to the Effective Date.

(c) Unless otherwise provided herein, the Town and its designated I-Net users shall be responsible for end user terminal interface equipment including but not limited to, modems, routers, bridges, modulators and associated computer and video production equipment except such of the foregoing that Licensee has operated and maintained, if any.

(d) The Licensee shall be responsible for any headend, I-Net hub site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers and switching equipment and equipment located at the headend or hub. The Licensee will continue the I-Net hub site at its current location. The Licensee shall also be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted upstream to the headend via the I-Net channel and downstream on an Access Channel.

(e) Licensee shall provide two additional fixed modulators and two additional portable modulators for remote originations.

(f) The Licensee shall hold all rights and title in the physical property of the existing (Prior License) I-Net, but shall provide the Town the right to use the existing (Prior License) I-Net, free of charge, throughout the first five years of this Renewal License, or until completion of construction and testing of the new I-Net as per subparagraphs (a) and (k), subject to the following conditions:

(1) The Town may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes.

(g) The Town shall have the right to use the I-Net, free of charge.

(h) The Licensee shall be responsible for maintenance of the I-Net in accordance with the following provisions:

(1) Licensee shall maintain I-Net signal quality as prescribed by FCC Rules and Regulations, Part 76.

(2) Licensee shall reasonably determine and assign the transmit and receive frequencies for all I-Net users subject to reasonable consultation with the users.

(3) Licensee shall determine and design the correct signal strength levels necessary at each location.

(i) The Town may contract with third parties jointly or individually for additional non-commercial I-Net or related services.

(j) To assure reasonable continuity with respect to Licensee I-Net maintenance, Section 3.2(d) above shall be applicable to I-Net maintenance.

(k) New I-Net Option: Licensee and Town agree that upon written directive from the Town, including Town notice to Licensee that Town will pay \$250,000.00 for construction by MediaOne of a new broadband fiber I-Net to be owned by the Town, with said payment also covering a ten year MediaOne new I-Net maintenance contract, Licensee shall construct such broadband fiber

network within 12 months, with said new I-Net specifications as further set forth in Schedule 5.6(k) attached and incorporated herein.

Section 5.8 – ARCHIVING

The Issuing Authority finds that development of a studio video tape archiving system is in the Town's interests and the Issuing Authority and the Licensee agree to work cooperatively to develop an archiving system, and to work cooperatively with the Historical Commission on same.

Section 5.9 – ORIGINATION LOCATIONS

- (a) The Licensee shall continue to provide adequate upstream capacity from those video origination sites as listed in the Prior License.
- (b) Pursuant to the FRC Settlement, there shall be no charges to the Town for said origination locations, nor shall the Licensee pass-through any costs to the Subscribers.

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 - CUSTOMER SERVICE

The Licensee shall maintain a publicly listed, toll free, 24-hour customer service number with a live operator for the general purpose of servicing customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The Licensee further agrees to continue its current customer service center within the Town, including at a minimum bill payment, exchange of equipment and resolving complaints. Said office shall be open for walk-in business during normal business hours, including at least one (1) weeknight or weekend morning, which may be changed from time to time to reflect the needs of the community.

Section 6.2 - TELEPHONE ACCESS

(a) Licensee shall have available trained customer service personnel to receive and log service calls and complaints from 9:00 AM to 5:00 PM Monday through Friday. Licensee shall comply with the FCC standards regarding response to customer phone calls which standards are attached and made a part hereof.

(b) Licensee shall provide a “live” telephone answering service during other times (5:00 PM to 9:00 AM) which shall be informed how to respond in case of emergencies requiring standby technicians. Such answering service shall be also instructed to call upon Licensee's standby personnel when it is evident that the complaints received are indicative of a problem affecting three (3) or more subscribers.

Section 6.3 - INSTALLATIONS, OUTAGES AND SERVICE CALLS

Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as Schedule 6.3.

Section 6.4 - INSTALLATION

Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance to within no more than a two (2) hour window for all such appointments, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 AM to 5:00 PM weekdays and Saturdays).

Section 6.6 - PARENTAL CONTROL

(a) Upon request, and at no separate, additional charge, the Licensee shall provide subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge subscriber for use of said box.

Section 6.7 - BILLING AND TERMINATION PROCEDURES

Licensee will comply with the regulations of the Commission, 207 CMR 10.00 et. seq., as those regulations may be amended from time to time, and will inform all prospective subscribers of complete information about rates and charges for different levels of services and service calls, billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service. (See **Schedule 6.7** attached hereto.)

Section 6.8 - VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges, other than for unreturned customer premises equipment, for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

Section 6.9 - BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within fifteen (15) working days of receiving notification from the subscriber. The subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay the disputed portion of a bona fide disputed bill, in accordance with 207 CMR 5.05(5).

Section 6.10 - PROTECTION OF SUBSCRIBER PRIVACY

(a) Licensee shall respect the rights of privacy of every subscriber and/or user of the Cable Communications System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.

(b) Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

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

(d) Licensee shall notify all third parties who offer cable services in conjunction with Licensee, or independently over the Cable System, of the subscriber privacy requirements contained in this Renewal License.

Section 6.11 - PRIVACY WRITTEN NOTICE

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Cable System subscribers, Licensee shall provide a comprehensive and easily understandable written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing Licensee's policy for the protection of subscriber privacy.

Section 6.12 - DISTRIBUTION OF SUBSCRIBER INFORMATION

Licensee and its agents or employees shall not, without obtaining affirmative consent of the individual subscriber, disclose to any third party a subscriber's name or address. A subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the subscriber either by name or address and Licensee shall abide by this request. Any such disclosure shall be in accordance with 47 U.S.C. 631.

Section 6.13 - POLLING BY CABLE

No poll or other upstream response of a subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

Section 6.14 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits, internet usage or subscription package decisions of any individual subscriber except as required by law.

Section 6.15 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to Licensee's customer service office.

Section 6.16 - MONITORING

Neither Licensee or its agents nor the Town or its agents shall tap or 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 commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by

Licensee. Licensee shall not record or retain any information transmitted between a subscriber or commercial use and any third party, except as required for lawful business purposes Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected subscriber.

Section 6.17 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property must have visible employee photo-identification card.

Section 6.18 - TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this License.

Section 6.19 - NON-DISCRIMINATION

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 Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

Section 6.20 - MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIALS

In the event the Licensee surveys the Middleborough subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary.

ARTICLE 7
LICENSE ADMINISTRATION

Section 7.1 - REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Communications System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

Section 7.2 - INDEMNIFICATION

- (a) The Licensee shall indemnify and hold the Town and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable to be installed pursuant to the License or from exercise of any of its rights under this License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings.

Section 7.3 - INSURANCE

- (a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, Section 5(f) with the Town as a named insured with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing

Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System or cable-related activity. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000) per occurrence and an aggregate limit of Five Million Dollars. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

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

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

Section 7.4 - PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town , with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the Town in the sum of Twenty-Five Thousand Dollars (\$25,000). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition

of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Communications System, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

Section 7.5 - SERVICE INTERRUPTIONS

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

Section 7.6 - PERFORMANCE EVALUATION SESSIONS

The Issuing Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Communications System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee shall notify its subscribers of all performance evaluation sessions by announcements on the Local Origination channel of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Licensee shall not be required to preempt its regularly scheduled access or Local Origination programming to air these announcements.

Section 7.7 - NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

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

Section 7.8 - LICENSE FEE ENTITLEMENT

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this Section, shall be calculated on the last day of each year.

(b) In accordance with applicable law, the Issuing Authority may require the prepayment (by Licensee) of not more than eight thousand dollars, to be payable to the Town or a designee of the Town for cable administration or related purposes and the foregoing may be in the form of prepayment of Licensee fees payable under Ch. 166A, s.9, as permitted by 47 U.S.C. 542 with respect to prepayment.

Section 7.9 - NOTICE OF COMPLAINT PROCEDURE

Licensee shall periodically, and at various times of the day, present its business office and address and publicly listed telephone number by means of alphanumeric display on its Local Origination channel. Said notice shall inform subscribers of the procedures required to request service and for inquiries.

Section 7.10 - SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written as well as a record of verbal complaints it receives on file in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of complaints which it receives substantially

equivalent to those required as of the effective date hereof. The Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice .

Section 7.11 - SUBSCRIBER COMPLAINT REPORT

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Commission, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

Section 7.12 - INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within thirty (30) days after receiving a request therefore, 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.]

Section 7.13 - QUALITY OF SERVICE

Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s), after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing.

The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the Town and Licensee, who is not an employee or agent of the Licensee of the Town.

Section 7.14 - SERVICE INTERRUPTION REPORT

Licensee shall submit, on a form prescribed by the Commission, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.10 (Subscriber and User Complaints) herein.

Section 7.15 - FINANCIAL REPORTS

Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Commission and Issuing Authority, on forms prescribed by the Commission, a statement of its revenues and expenses for the Town of Middleborough for official use only. In addition, Licensee shall file annually with the Commission and the Issuing Authority on forms prescribed by the Commission, a financial balance sheet and statement of ownership which shall be open to public inspection. Such statements and balance sheets shall be sworn to by the person preparing same and by the Owner or Treasurer of the Licensee. In the event the Commission no longer requires or provides forms for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved by the Issuing Authority.

Section 7.16 - NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers. Said report shall be filed with the Financial Reports required pursuant to Section 7.16 (Financial Reports) herein.

Section 7.18- NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 7.19 - REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L.c. 166A, Section 4, or any other rights available to the Licensee.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1 - LICENSE AS CONTRACT UNDER SEAL

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

Section 8.2 - ENTIRE AGREEMENT

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

Section 8.3 - CAPTIONS

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

Section 8.4 - SEVERABILITY

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

Section 8.5 - FORCE MAJEURE

If for any 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. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

Section 8.6 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Middleborough Town Hall, 20 Centre St., Middleborough, MA 02346, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Affairs, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095 with a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, 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 or receipt.

Section 8.7 - REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device, at cost, to allow said subscriber to choose between cable and non-cable television reception, as set forth in G.L. ch. 166A, s. 5(h).

Section 8.8 - SUBSCRIBER TELEVISION SETS

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

Section 8.9 - COST OF PUBLICATION

Licensee shall, upon request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute, a maximum of five (5) copies of the License.

Section 8.10 - JURISDICTION

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS _____ DAY OF
SEPTEMBER, 1998.

Approved as to form:

TOWN OF MIDDLEBOROUGH
By:

William August, Esq.
for the Town of Middleborough

Selectman

Selectman

Selectman

Selectman

Selectman

This License is hereby Accepted by:
MEDIAONE OF MASSACHUSETTS, INC.

Senior Vice President, Northeast Region

TABLE OF SCHEDULES

Schedule 3.1	Service Area Schedule
Schedule 4.1	Initial Rates
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Schedule 5.6	I-Net
Schedule 6.3	Customer Service Obligations
Schedule 6.7	Billing and Termination Regulations

Schedule 3.1 re: Service Area

- 3.1. Licensee agrees to extend the cable system to River Street and the subscribing homes thereon within twelve (12) months from the effective date of this Renewal License.

Schedule 4.1, Initial Rates

Schedule 4.3, Broad Categories of Programming

Schedule 4.4, Initial Program Line-up

Schedule 5.1(e), Equipment Inventory

Schedule 5.6, I-Net

Schedule 6.3, Customer Service Regulations

Schedule 6.7, Billing and Termination Regulations

ARTICLE 1
DEFINITIONS

Section 1.1 - DEFINITIONS

For the purpose of this 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.

Access Channel - A video programming channel which Licensee makes available to the Town without cost for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms hereof.

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

Cable Service: The transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such video programming which Licensee may make available to subscribers generally.

Cable Communications System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is

designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Town.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

CMR: Code Massachusetts Regulations.

Commission: The Massachusetts Cable Television Division of the Department of Telecommunications and Energy, formerly known as the Massachusetts Community Antenna Television Commission, or successor agency.

Division: The Massachusetts Cable Television Division of the Department of Telecommunications and Energy, formerly known as the Massachusetts Community Antenna Television Commission, or successor agency.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Educational Access: Any specific channel on the Cable System which has been allocated for use by educational organizations and institutions in the Town of Middleborough, and the use thereof, to present non-commercial educational programming or information as determined by the School Department, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: January 14, 2000.

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

Government Access: Any specific channel on the Cable System which has been allocated for use by the Town of Middleborough, the Issuing Authority or their designee(s), and the use thereof, to present non-commercial programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues or Gross Revenues: Compensation, in whatever form, exchange or otherwise, received by Licensee which is derived from all revenues for the provision of cable service on the Cable System within the Town of Middleborough, defined to include subscriber

cable service charges, installation revenues (including, among other things, reconnection and second set), equipment charges, advertising revenues as prorated to include those attributable to the Middleborough Cable System, leased access revenues, home shopping revenues and any other revenues from the operation of the cable television system in the Town of Middleborough; provided, however, that gross annual revenues shall not include (1) to the extent consistent with generally accepted accounting principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, returned checks and asset sales when such sales do not occur in the ordinary course of business and (2) revenues from telecommunications services to the extent the Cable Act as amended excludes such revenues from federal fee calculations. Licensee shall include Cable Modem or Internet revenues within Gross Revenues unless the Congress, F.C.C. or Courts rule that such revenues are within telecommunications services not permitted to be counted in such gross revenue calculations.

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

Leased Channel: Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

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

Local Origination: Local programming produced by the Licensee and/or its staff or by Licensee in conjunction with community volunteers.

Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to subscribers on a per-channel basis or as a package of services, not including basic service and other regulated tiers.

Prior License: The Cable Television License in effect prior to the execution of this Renewal License, for the period January 14, 1985 through January 14, 2000 originally issued to Continental Cablevision of Massachusetts, Inc., as awarded March 23, 1987.

Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Public Access: Any specific channel on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming in accordance with 47 U.S.C. 531 and the terms hereof.

Public, Educational and Government Access ("PEG Access"): The right or ability of any Middleborough residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, dedicated and compatible public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned ways within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose without applicable legally required permits, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Standard Service Package - A combination of cable service tiers, consisting of the Basic Broadcast tier and Cable Programming Service tiers, as those tiers are defined by the FCC, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System.

Town: The Town of Middleborough, Massachusetts.

Upstream Channel: A channel over which signals travel over the Cable System to the headend from remote points of origination.

ARTICLE 2
GRANT AND TERM OF LICENSE

Section 2.1 - GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Communications System within the corporate limits of the Town of Middleborough.

Section 2.2 - RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable Communications System in, under, over, along, across or upon the Public Ways of the Town of Middleborough within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services, I-Net services, cable modem services and other services customarily provided by a cable operator subject to and in accordance with all applicable laws.

Section 2.3 - APPLICABLE LAW

This License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other general laws, and in compliance with and subject to federal, state and municipal law in force and effect during the period for which this License is granted. Any reference herein to federal, state and municipal laws, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

Section 2.4 - TERM OF RENEWAL LICENSE

The term of this non-exclusive Renewal License shall be for a period of ten(10) years and shall commence on January 14, 2000, following the expiration of the current license, and shall terminate at midnight on January 13, 2010.

Section 2.5 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by G.L.c. 166A, Section 7, and the regulations of the Commission promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application and forms therefor as provided by the FCC as applicable or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee and transferor and transferee shall otherwise comply with said FCC application form requirements.

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

(c) The Licensee shall submit to the Issuing Authority four (4) copies, unless otherwise directed, of the license transfer application, including any forms required by state or federal law.

(d) Reasonable Town administrative or legal costs up to one thousand two hundred fifty dollars (\$1,250) incurred by the Issuing Authority in connection with the review of such application and with the transfer process shall be reimbursed by the Licensee transferee.

Section 2.6 - NON-EXCLUSIVITY OF LICENSE

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

(b) Any additional issuance of a cable license or Open Video System permit granted by the Issuing Authority shall be issued with burdens, privileges and obligations substantially equivalent to those in this License , taking into consideration such differential factors as are equitable for determining substantial equivalency.

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

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage with material economic injury as a result of a competing multichannel video programmer operating in the Town, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable such that commercial impracticability proceedings and rights will be available, however, the parties shall first negotiate in good faith possible license modifications such that Licensee and such competitor may be on a level playing field. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage and material economic injury in assessing a Section 625, commercial impracticability modification request from the Licensee. The Issuing Authority shall provide modification of requirements of this Renewal License if the Licensee demonstrates and the Issuing Authority finds that it is commercially impracticable for the Licensee to comply with such requirement without modification and the proposal by the Licensee for modification of such requirement is appropriate because of commercial impracticability and not otherwise because of Licensee's own business practices. Any final decision made by the Issuing Authority under this section shall be made in a

public proceeding. The parties agree that the standard applied to the Licensee's request for modification shall be guided by the "Commercial Impracticability" provisions of the UCC - recognizing, and accounting for, distinctions given the context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the UCC and by other commercial impracticability standards and that Licensee shall provide the Issuing Authority with such information as needed to process and review the foregoing requests of the Licensee.

Section 2.7 - POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License or to cable operators only. Licensee shall comply with all applicable laws and ordinances enacted by the Issuing Authority pursuant to any such powers.

Section 2.8 - REMOVAL OR ABANDONMENT

Upon termination of this License by passage of time, license revocation or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition.

If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding this Section, to the extent federal law applies pursuant to Section 2.9 (Proceedings Upon Expiration or Revocation), the applicable provisions of federal law (47 U.S.C. 547) shall govern.

Section 2.9 - PROCEEDINGS UPON EXPIRATION OR REVOCATION

In the event that this License is revoked, and all appeals have been exhausted, or that it expires, and the Issuing Authority determines not to renew this License and all appeals have been exhausted, or the License otherwise terminates, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, 47 U.S.C. 547, by transferring the Cable System to the Town or a subsequent licensee in accordance with 47 U.S.C. 547.

ARTICLE 3
SYSTEM DESIGN, CONSTRUCTION AND OPERATION

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

(a) The area to be served is the entire Town of Middleborough. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984. Licensee shall not be obligated to extend to new areas with less than ten homes per aerial mile and 15 homes per underground mile as measured from existing plant subject to Schedule 3.1 with respect to unwired streets as of the effective date hereof.

(b) Provided Licensee has at least forty-five (45) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed reasonable additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

Section 3.2 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz) Cable Communications System, fed by means of a fiber-optic transportation cable network, fully capable of carrying at least ninety channels in the downstream direction and four (4) channels in the upstream direction. Said 750 MHz Cable System shall be designed for not less than 550 MHz, or its equivalent, of video transmissions, and

be capable of providing cable modem service to residential subscribers, with 200 MHz reserved for future digital or analog two-way transmissions, with the allocation of the analog and digital bandwidth within the 750 MHz subject to change at the discretion of the Licensee. The Cable System shall utilize a hybrid fiber-coaxial cable architecture with fiber running to nodes within the Town.

(b) The Licensee shall not remove any television antenna of any subscriber but shall offer a device to allow subscribers to choose between cable and non-cable television reception.

(c) The Cable System shall be technically capable of transmitting Town-specific access programming and commercial programming, provided however, the Issuing Authority acknowledges it has no rights nor ability to mandate specific programming.

(d) To assure Licensee's local technical oversight and management of the cable system in a manner responsive to local subscriber and government needs, Licensee will make reasonable efforts to provide Middleborough a technician that is familiar with the Middleborough plant and I-Net to provide reasonable continuity and familiarity with Middleborough system technical issues.

Section 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of its geographical location (subject to S.3.1(a)). Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within two hundred hundred feet (200 ft.) of the cable plant for an aerial drop, or one hundred fifty feet (150 ft.) for an underground drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop.

Section 3.4 - - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Any municipal or school locations in Middleborough that have been wired for cable service or Institutional Network services during the Prior License period shall continue to receive such cable and I-Net services without charge to the Town during the term hereof in accordance with the terms of said Prior License and the FRC Settlement, incorporated herein by reference, subject to the following and except if and when the Town exercises its option to finance construction of a new I-Net pursuant to Section 5.6 below. If said new I-Net option (for construction of a new I-Net pursuant to Section 5.6) is exercised by the Town, then upon completion and operation of said new I-Net, Licensee shall not be required to continue provision of the existing I-Net upon completion of construction and operation of said new I-Net. (See Section 5.6 re I-Net.) The foregoing shall not diminish any classroom wiring requirements arising under the Social Contract between the F.C.C. and MediaOne. (b) All future newly

constructed or acquired municipal buildings and schools along the cable routes shall receive, free of charge, one (1) drop,

outlet and the Standard Service Package, in accordance with the municipal building drop provisions of Prior License (Section 9(a)), incorporated herein (attached as Schedule 3.4(b)). If necessary to receive the Standard Service Package, Licensee will provide a converter to any classroom or municipal building entitled to service under this Section at no charge to the Town. The Town or School Department as applicable shall be responsible for said converter in the event of vandalism or gross negligence damaging the converter.

Section 3.5 - STANDBY POWER

The Licensee shall maintain a minimum of three (3) hours standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request, Licensee shall furnish evidence to the Issuing Authority on an annual basis that such standby power has been tested annually and is in good repair.

Section 3.6 - TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall occur except upon a permit in writing from the Town Tree Warden or other person designated by the Department of Public Works provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators.

Section 3.7 - UNDERGROUND WIRING OF UTILITIES

In areas of the Town having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground unless aerial is also available at such locations. Licensee shall comply with all applicable state laws and regulations concerning "DIG-SAFE" requirements.

Section 3.8 - PEDESTALS AND VAULTS

In any cases in which vaults housing passive devices are to be utilized, in the Town Public Ways or within the Town public layout, Licensee will comply with applicable Public Works requirements. u provided, however, that Licensee may place active device (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, at Town approved locations to be determined when Licensee applies for an underground permit, which shall not be unreasonably denied but shall be subject to other requirements of general applicability such as but not limited to general requirements for permits.

Section 3.9 - PRIVATE PROPERTY

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

Section 3.10 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to approval of the Town 's Department of Public Works or their designee provided that such approval is a requirement of general

applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

Section 3.11 - COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be in accordance with applicable law.

Section 3.12 - RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

Section 3.13 - RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

Section 3.14 - SERVICE INTERRUPTION; REBATES

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use, and only after a minimum of twenty-four (24) hours notice to affected subscribers. Rebates for service interruptions shall be in accordance with Section 7.5 of this Renewal License and applicable law.

Section 3.15 - CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable Communications System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall be in conformance with the applicable provisions of the National Electrical Code (Article 820), the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Community Antenna Television Commission and the FCC including the signal quality requirements of the FCC. Upon written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the Town.

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

Section 3.16 - RIGHT OF INSPECTION

(a) In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times upon reasonable

notice to Licensee except that inspection of cable wires in plain view on a Public Way shall not require any such notice. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing.

Section 3.17 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Communications System, the Town shall have the right to do so at the sole cost and expense of Licensee. Licensee shall be eligible, where applicable, for reimbursement under any applicable government program providing for reimbursement.

Section 3.18 - [intentionally omitted]

[document to continue on p. 19]

ARTICLE 4
RATES AND PROGRAMMING

Section 4.1 - INITIAL RATES

(a) The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this License are listed in **Schedule 4.1** attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection Act, certain costs of PEG Access and other franchise costs, including senior discount, may be passed through to subscribers in accordance with federal law.

Section 4.2 - RATE RE-REGULATION

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

Section 4.3 - PROGRAMMING CATEGORIES

Licensee has offered and shall provide the following cable services:

- (1) the broad categories of broadcast stations, satellite services and other cable services set forth in **Schedule 4.3** attached hereto;
- (2) all PEG Access channels required by Article 5 (Community and PEG Access Programming) of this License.

Section 4.4 - PROGRAMMING TIERS

(a) The initial programming and services offered by Licensee are listed in **Schedule 4.4**, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

(b) Nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the Town, should such right be granted to the Town under applicable federal or state law in the future.

Section 4.5 - LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.

Section 4.6 - STEREO TV TRANSMISSIONS

Provided that Licensee's headend is capable of receiving more of a television broadcaster's programming day in stereo, Licensee shall transmit this broadcast programming in stereo to its subscribers.

Section 4.7 - CHANNEL LINEUP

Licensee shall notify the Issuing Authority and the subscribers, in advance, each time its channel lineup changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within fourteen (14) days of such changes. In the event the channel lineup is significantly changed during the term of the License, Licensee shall provide each subscriber with an updated channel lineup.

Section 4.8 - REMOTE CONTROLS

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by

Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter. Convertors which are provided by the Licensee shall have functional volume controls.

Section 4.9 - SENIOR CITIZEN DISCOUNT

Within six (6) months of the Effective Date of this Renewal License, Licensee shall offer a ten percent (10%) discount on the basic broadcast level of service (which shall apply to the basic component for subscribers buying more than basic of service) to all heads of household, age sixty-five (65) or older, at their permanent residence, who are Medicaid eligible under the present Medicaid eligibility criteria or their replacement. Notwithstanding the foregoing provision, any individual person receiving a senior citizen discount as of the expiration of the Prior License will continue to receive the same level of discount and Licensee shall not terminate existing recipients of said discount, including but not limited to persons at housing authority residences or nursing homes. In addition, the common area room of each nursing home within the Town shall receive one free cable drop at no charge.

ARTICLE 5

LOCAL ORIGINATION AND ACCESS

Section 5.1 LOCAL ORIGINATION AND ACCESS

(a) Licensee shall continue to operate the local programming studio (the "studio") located at its current location in Middleborough, Massachusetts serving Middleborough and Lakeville for the production and cablecasting of both Licensee-produced local programming ("local origination programming") and access programming, including public, educational and governmental access programming, which local origination and access programming shall be on dedicated local channels in accordance with the terms hereof.

(b) Licensee shall continue its studio as operated as of the expiration of the Prior License, as amended, and further thereto shall continue to provide the current staffing level (one full-time person and one half time person dedicated to Middleborough and Lakeville). Said studio staff shall be responsible for coordinating the cablecasting of local origination and access programming, including the coverage of community events and matters of community interest with best efforts to continue the level of programming provided as of the expiration of the prior license, and providing periodic training and reasonable technical assistance to volunteer producers, residents and Middleborough School Department students and staff. Licensee shall offer access users the level of training substantially equivalent to that provided at the Middleborough studio as of the expiration of the Prior License and shall include at least training in customary studio and field production, editing and post-production skills and studio staff shall be available to provide such

training at public schools within the Town of Middleborough, if requested in writing by the principal of a particular public school, not less than forty eight hours annually.

(c) Licensee shall be responsible for continue coverage of municipal meetings at the level provided as of the expiration of the Prior License including cablecasting of Board of Selectmen, School Committee, annual and special Town Meeting and the Town Gas & Electric Dept Meetings, except where the foregoing meet on the same night,if requested by the Board of Selectmen, School Committee or G&E as applicable. Licensee may satisfy its obligations hereunder with the assistance of volunteers if said volunteers are available and provide reliable coverage. The Town may use the stipend provided for in this Section 5.1(c) for payment to persons other than Licensee for additonal municipal meeting coverage as requested by the Issuing Authority. To facilitate municipal coverage, Licensee shall within sixty (60) days from the Effective Date pay to the Issuing Authority \$25,000.00 to be used to purchase a remote controllable camera system for the Board of Selectmen meeting room. For coverage of additional municipal meetings, \$2,500.00 per year of the Educational and Governmental Telecommunications Program payment (\$2,500.00 of the 1% of gross annual revenues) payable under Section 5.2 shall be earmarked for stipends for students and or residents of Middleborough performing the necessary camera and production work with said work to be undertaken with the cooperation of the Town.

(d) The local origination and access studio shall be under the management of the Licensee but subject to public, educational and governmental access in accordance with the terms hereof. Access channels shall be available for student, teacher, public and municipal use for educational, public and governmental access programming and training in accordance with the access

provisions of this License and the Cable Act, 47 U.S.C. 531. Any resident of the Town, or any non-profit organization based in the Town, shall have the right to produce programming on the public access channel, and shall have access to facilities and equipment, upon completion of a training program, or upon certification of proficiency by Licensee staff, and shall have access to training, subject to rules, if any, established by the Issuing Authority and Licensee pursuant to this License. Public use of the access facilities and channels shall be on a first come first serve non-discriminatory basis subject to non-discriminatory and customary station scheduling practices.

The number of operating hours for the studio shall be forty (40) hours per week for Middleborough and Lakeville local origination and public access, including evening and weekend hours. The use of studio and channels for access purposes shall have the objective of providing a forum for local television and for providing a place for educational activity pertaining to television. Licensee shall exercise best efforts to schedule local-origination and access programming such that access as well as local origination programming are cablecast at times most likely to be seen by viewers. The parties further agree that Licensee shall exercise best efforts to maintain the average number of weekly hours of local-origination programming at not less than Licensee provided under the last year of the Prior License, being approximately five hours per week, for local programming relating to Middleborough local matters or events, including municipal meeting coverage.

(e) Licensee shall keep at the studio the equipment already provided during the Prior License except as replacement may be needed and in furtherance thereof an inventory of studio and portable production equipment, and modulators and associated equipment, as of the expiration of the Prior License, is attached hereto as Schedule 5.1(e). Licensee shall maintain and replace access and L-O equipment as needed to assure that the studio is maintained at a level at least equivalent to the inventory of the studio equipment provided under the prior license and under this

license. Such equipment shall be maintained at an industry performance level customary and usual for such equipment.

(f) Within 180 days of the License effective date, Licensee shall expend \$25,000.00, for new production equipment for the local studio, which sum shall be provided at no charge to the Town and, within 180 days of the execution date of the Lakeville Renewal License, Licensee shall expend an additional \$75,000.00, for new production equipment, subject to the following, and with pass-through of only \$75,000.00 of the foregoing \$100,000.00 total. The community studio equipment purchases under this para. (f) shall be determined jointly by the Licensee and the Issuing Authority or its designee following consultation with the Cable Advisory Committee.

With respect to the foregoing \$75,000.00 expenditure due within 180 days of the execution date of the Lakeville Renewal License, the Town of Middleborough reserves the right to have said funds allocated to Middleborough-only equipment (as opposed to use for two-Town shared studio purposes) in the event the Town of Lakeville Renewal License does not provide for capital contribution to the two-Town shared studio in an amount proportional to Middleborough's \$100,000.00 expenditure. Proportionality will be determined relative to the number of subscribers in the systems.

(g) Licensee shall provide three (3) subscriber network downstream channels for local origination and access as follows: A local-origination/access channel, currently Channel 3, shall be reserved for and dedicated to both Middleborough community programming produced by Licensee and for public access and municipal access programming ("local origination and access channel") with said channel to be non-commercial in nature and two educational access channels, shall be reserved for and dedicated to non-commercial educational access programming for Middleborough only. One of the foregoing two educational access channels shall be available within six (6)

months from the effective date hereof and one shall be available upon the effective date hereof.

Said local-origination/access channel shall be under the management of Licensee, subject to public and municipal access rights in accordance with the federal Cable Act, 47 U.S.C. 531 and the terms hereof; and educational access programming originating from Middleborough shall be under the management of the Middleborough Public Schools. (h) The L-O public and municipal access channel may be used by municipal departments and agencies to inform subscribers about Town government, services and issues. Such municipal access programming shall be subject to such reasonable operating rules as the Issuing Authority may adopt. The existing local origination/access channel shall also be available for municipal access. Access channels shall not include campaign advertising or paid political advertising.

(i) The educational access channels may be used by the Middleborough Public Schools for educational and school-related programming. Such an educational access channel shall be subject to such reasonable operating rules as the School Department may adopt. No such access channel shall include campaign or paid political advertising.

(j) The cable system shall be capable of local origination and access cablecasting from the studio and other I-Net sites, or from other remote origination points which may be specified pursuant to the Schedule ___ attached hereto. Each local origination channel or access channel shall have the ability to transmit upstream to the headend via an effective and reliable I-Net upstream channel or via its own dedicated subscriber network upstream video channel and Licensee shall be responsible for regular processing from upstream to downstream channels.

(k) Licensee shall be responsible for the technical maintenance and signal quality of such downstream and upstream local channel transmissions, and I-Net transmissions, notwithstanding the fact that Licensee is not responsible for the production quality of public or educational access

productions nor is Licensee responsible for the access equipment not owned by Licensee. Video signal transmission quality on such channels shall be commensurate with those which apply to Licensee's regular commercial channels and Licensee shall upon written request of the Issuing Authority, provide copies of F.C.C. signal quality proofs of performance with respect to the local origination, access and I-Net channels.

(l) The Licensee and the Issuing Authority may require members of the public to assume individual responsibility for any public access program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and Licensee harmless for same, subject to Cable Act and FCC requirements, however, individual public access producers shall not be required to obtain any insurance policy as a precondition of cablecasting nor shall the Licensee nor the Issuing Authority be obliged to engage in pre-screening of public access program content. It is the intent of the parties that producers be on notice that neither the Licensee nor the Issuing Authority assume editorial responsibility for such individual's local productions and therefore are not liable for the errors, if any, of such individual local access producers.

(m) To inform the public about use of the local studio facilities and channels, the Licensee shall conduct regular outreach to publicize same, including regular cablecasting notice of the availability of the equipment, facilities and of training.

(n) Licensee, the Issuing Authority or its designee shall meet from time to time, upon the request of either party, to discuss and cooperatively implement the terms hereof.

(o) Consistent with the current underwriting standards for non-commercial television stations, notices of support and underwriting may be permitted within or adjacent to access programs and revenues for same may be used for local access productions.

(p) During the term of this Renewal License, the Licensee may request that the Issuing Authority consider consolidating the local programming studio into a regional studio to serve the communities in the surrounding area. The Licensee shall provide the Issuing Authority, or its designee, with all information necessary to consider said option including, if requested, a written proposal. The Issuing authority, or its designee, shall reasonably consider said option in good faith, however, any such Issuing Authority decision with respect to regional studios (either outside or in Middleborough), shall be at the discretion of the Issuing Authority.

(q) Licensee agrees to operate the current studio at the same or substantially equivalent expenditure level as operated as of the expiration of the Prior License, adjusted annually for inflation, such that there will be no net increase in Licensee's external costs for said studio expenses and no resulting increase in subscriber rates attributable to continued operation of said studio except for those increases resulting from new license requirements above those required under the prior license and for inflation adjustments, pursuant to the FRC settlement.

(r) If Licensee supports distance learning during the term of this License, it shall make the Town aware of such information or resources that are available.

Section 5.2 MIDDLEBOROUGH EDUCATIONAL AND MUNICIPAL CABLE TECHNOLOGY ACCESS PROGRAM

(a) Notwithstanding the payments made pursuant to the provisions of M.G.L. Chapter 166A, Section 9, Licensee shall, on or before March 15 of each year during the term of this License make a grant payment for educational and municipal cable access to the Town of Middleborough, for its Middleborough Educational and Municipal Cable Technology Access Program in the amount of one percent (1%) of Licensee's gross revenues per annum for the preceding calendar year, payable

into a restricted grant account, established by the Town, and not payable into the general fund, however, for the first two years of the License, said 1% payments shall be payable to the Issuing Authority or its designee for Town access/cable-related purposes, and for the remainder of the License said 1% payments shall be equally divided between the Issuing Authority (or designee) and School Department thus for both municipal and educational access/cable-related purposes.

During the last year of this Renewal License, for the period between March 15 and the expiration of the Renewal License, Licensee shall pay one percent (1%) of gross revenues accruing during said period payable upon the expiration of said Renewal License. Such educational and municipal access payments shall be considered as part of Licensee's franchise fee commitments and shall be included in the franchise fee for purposes of any applicable federal limitation on franchise fees, provided that in any event all franchise fees in the aggregate shall not exceed the limit on franchise fees imposed by federal law.

(b) The Town's Permanent Cable Committee shall act as the agent of the Issuing Authority and shall seek Issuing Authority approval of disbursements and other final actions, as may be required by the Issuing Authority. Said Committee may take action by majority vote of the Committee. Members of said Committee shall serve at the discretion of their appointing authorities and may be removed without cause at the discretion of the aforesaid appointing authorities. On or about March 15 of each year following the execution date of this License, said Committee shall annually submit to the Issuing Authority and Licensee a written report showing actual disbursements including a detailed statement explaining the allocation of funds for educational and municipal access, access needs, interests and operations and the actual use of said funds for cable access by the Town of Middleborough during the prior year.

(c) To further support the Middleborough educational telecommunications program, Licensee shall, within forty-five (45) days from the execution hereof, make the following payment: \$100,000.00 as a capital payment, for educational access technology and facilities in the Middleborough School Department new studio (currently planned for location at New Middle School) and with 15% of the cost thereof excluded from rate pass through.

(d) Equipment for the Educational and Municipal program purchased with funds provided pursuant to Section 5.2 of this License shall be owned by the Town of Middleborough for use of the Middleborough Public Schools, Public Library and municipal locations as determined by the Middleborough Permanent Cable Committee with responsibility for said equipment being in the department accepting and using said equipment. In no event shall said capital grants be counted against either the annual educational access grant (one percent) required by Section 5.2(a), nor shall it be included in the calculation of any other license fee payment subject to the 5% federal cap on franchises under applicable law.

(e) Should Licensee fail to timely make any payment under clauses (a) and (c) above, and should such failure continue for a period of 30 days from written notice thereof, then it shall additionally be charged interest which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan Bank of North America plus two percent. Payment of this interest charge shall not preclude any other remedy available to the Issuing Authority under applicable law.

(f) The annual educational access payment under Section 5.2(a) and the capital payment under 5.2(c) shall be paid into a special and restricted access grant or revenue account and not the general fund. The Town may in its discretion allocate expenditures of these funds for the community studio and public access in addition to educational and governmental access.

(g) To assure the ability of the Town's public schools to distribute educational programming to and from school buildings, the cable system or I-Net design shall be such that the primary educational access channel(s) shall be capable of transmitting educational programming specifically from Middleborough public schools to other Middleborough public schools or to the subscriber network.

(h) If any section, sentence, paragraph, term or provision of this Section 5.2 is determined to be invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such that any or all of the funding provided by Licensee to the Educational and Municipal Cable Technology Access Program becomes unavailable, then the Issuing Authority shall have the right to direct the Licensee to make the aforesaid grant payments to a duly created private non-profit Educational and Municipal Access Corporation. Such payments, however, shall be subject to substantially the same terms and conditions, to the extent applicable, provided for in Section 5.2 of this License, including the provisions that said payments, when added to all other franchise fees paid by Licensee, not exceed the limitation provided for in Section 5.2(a).

(i) On or about March 15 of each year following the execution of this License, the Licensee shall provide the Issuing Authority with revenue statements prepared in accordance with Generally Accepted Accounting Principles showing actual gross revenues for the prior calendar year for purposes of calculating the annual one percent (1%) educational access grant.

Section 5.3 PREPARING CERTAIN LOCATIONS FOR CABLECASTING

Licensee shall pay the Issuing Authority \$25,000.00 for a School Committee meeting cablecasting system within 60 days from the Effective Date hereof.

Section 5.4 TRANSITION/"GRANDFATHERING"

Licensee agrees to "grandfather," that is to continue or not to remove, as applicable, any local origination or access equipment or facilities actually provided as of the expiration of the prior license, except where such removal of equipment or facilities is necessary for technical or safety reasons, or is replaced by equipment with equivalent capability, or as otherwise consented to by the Issuing Authority. Notwithstanding any omission to expressly assign title or ownership of equipment to the Issuing Authority, if by any prior license or prior agreement title and ownership of any particular access equipment or facilities has been or was required to be assigned to the Issuing Authority, the Middleborough Public Schools or other municipal agency, nothing in this License shall rescind such assignment of title or ownership to the Issuing Authority, Middleborough public schools or other municipal agency.

Section 5.5 - INTERNET ACCESS

In accordance with the Social Contract entered into by Licensee and the FCC, the Licensee will upon the request from the Middleborough School Department, provide each school in the Town with one (1) free connection to on-line service for personal computers and free access to the Internet, which Licensee shall continue to provide to the Town until June 30, 2001 at no charge to the Town. The Licensee agrees to maintain one (1) free single-use connection and unlimited access to such on-line service to the main branch of the Middleborough Library, subject to said Library's acceptance of MediaOne's Library Connections sponsorship requirements. Said Library facilities shall be used for the general benefit of the public. Licensee agrees that the School Department may take credit for single user modem and upgrade at Town's cost to a multi-user

modem (permitting where technically feasible, interconnection of local area networks within a municipal or school building to such multi-user modem). For non-commercial municipal purposes the Town may on the old or new I-Net, in its discretion and at its own expense, use such internet service provider as it chooses.

Section 5.6 - INSTITUTIONAL NETWORK (“I-NET”)

(a) Licensee shall continue to maintain and operate the existing Institutional Network (“existing I-Net”) as required under the Prior License with two-way capability and a minimum capacity of transmitting forty-two (42) 6-MHz channels subject to the following. The existing I-Net will continue to be able to transmit video, audio and data from and among all municipal buildings subject to the following limitations on Licensee responsibility for I-Net data. For an eighteen month period commencing upon the effective date hereof, Licensee will provide the Town with support for data transmission for the existing I-Net as provided for during the Prior License; and, in consideration of the New I-Net Option (See below re new I-Net to be Financed by Town), the Town acknowledges that Licensee is not guaranteeing the performance of the existing I-Net for data transmission, however, Licensee is required to guarantee and maintain the existing I-Net for video transmission as under the prior license (for video) for a five year period commencing upon the Effective Date, at no usage or maintenance charge to the Town, or, in the event that the Town has Licensee construct a new I-Net under subparagraph (k) below, then upon said new I-Net being fully operational and tested as certified by the parties, then Licensee may discontinue and/or remove the I-Net constructed under the Prior License. After said 18 month transition, with respect to data, the Town or School Department may continue to use said existing I-Net at its own risk and be responsible for data technical support and user equipment except Licensee shall be responsible for the underlying I-Net wire (trunk and distribution system). Said existing I-Net may be used for point-to-point video transmissions and data networking, however, five years from the

Effective Date, or upon completion of construction and testing of the new I-Net, whichever is earlier, Licensee may discontinue its existing I-Net at which time the Town will rely on its own I-Net constructed by the Licensee in accordance with paragraph (k) below. Prior to any removal or termination of the old I-Net, Licensee shall provide a written certification that said new I-Net is fully operational and ready for use and the Town shall have opportunity to inspect and test the new I-Net to determine its proper functioning in accordance with the terms of the Renewal License.

(b) The Licensee shall continue to provide one (1) I-Net drop, free of charge, to all municipal buildings and schools on the existing I-Net. The Licensee shall provide one (1) I-Net drop, free of charge, to any new municipal or school building which lies along its I-Net route within ninety (90) days of a written request by the Issuing Authority. Additional I-Net drops, if any, in excess of the above shall be installed by the Licensee subject to payment by the Town of the Licensee's actual costs for time and materials. The location of all new I-Net drops shall be determined jointly by the Licensee and the Issuing Authority, or its designee. Licensee shall continue to maintain I-Net drops and outlets to municipal and school buildings and classrooms wired for the same prior to the Effective Date.

(c) Unless otherwise provided herein, the Town and its designated I-Net users shall be responsible for end user terminal interface equipment including but not limited to, modems, routers, bridges, modulators and associated computer and video production equipment except such of the foregoing that Licensee has operated and maintained, if any.

(d) The Licensee shall be responsible for any headend, I-Net hub site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers and switching equipment and equipment located at the headend or hub. The Licensee will continue the I-Net hub site at its current location. The Licensee shall also be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted upstream to the headend via the I-Net channel and downstream on an Access Channel.

(e) Licensee shall provide two additional fixed modulators and two additional portable modulators for remote originations.

(f) The Licensee shall hold all rights and title in the physical property of the existing (Prior License) I-Net, but shall provide the Town the right to use the existing (Prior License) I-Net, free of charge, throughout the first five years of this Renewal License, or until completion of construction and testing of the new I-Net as per subparagraphs (a) and (k), subject to the following conditions:

(1) The Town may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes.

(g) The Town shall have the right to use the I-Net, free of charge.

(h) The Licensee shall be responsible for maintenance of the I-Net in accordance with the following provisions:

(1) Licensee shall maintain I-Net signal quality as prescribed by FCC Rules and Regulations, Part 76.

(2) Licensee shall reasonably determine and assign the transmit and receive frequencies for all I-Net users subject to reasonable consultation with the users.

(3) Licensee shall determine and design the correct signal strength levels necessary at each location.

(i) The Town may contract with third parties jointly or individually for additional non-commercial I-Net or related services.

(j) To assure reasonable continuity with respect to Licensee I-Net maintenance, Section 3.2(d) above shall be applicable to I-Net maintenance.

(k) New I-Net Option: Licensee and Town agree that upon written directive from the Town, including Town notice to Licensee that Town will pay \$250,000.00 for construction by MediaOne of a new broadband fiber I-Net to be owned by the Town, with said payment also covering a ten year MediaOne new I-Net maintenance contract, Licensee shall construct such broadband fiber

network within 12 months, with said new I-Net specifications as further set forth in Schedule 5.6(k) attached and incorporated herein.

Section 5.8 – ARCHIVING

The Issuing Authority finds that development of a studio video tape archiving system is in the Town's interests and the Issuing Authority and the Licensee agree to work cooperatively to develop an archiving system, and to work cooperatively with the Historical Commission on same.

Section 5.9 – ORIGINATION LOCATIONS

- (a) The Licensee shall continue to provide adequate upstream capacity from those video origination sites as listed in the Prior License.
- (b) Pursuant to the FRC Settlement, there shall be no charges to the Town for said origination locations, nor shall the Licensee pass-through any costs to the Subscribers.

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 - CUSTOMER SERVICE

The Licensee shall maintain a publicly listed, toll free, 24-hour customer service number with a live operator for the general purpose of servicing customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The Licensee further agrees to continue its current customer service center within the Town, including at a minimum bill payment, exchange of equipment and resolving complaints. Said office shall be open for walk-in business during normal business hours, including at least one (1) weeknight or weekend morning, which may be changed from time to time to reflect the needs of the community.

Section 6.2 - TELEPHONE ACCESS

(a) Licensee shall have available trained customer service personnel to receive and log service calls and complaints from 9:00 AM to 5:00 PM Monday through Friday. Licensee shall comply with the FCC standards regarding response to customer phone calls which standards are attached and made a part hereof.

(b) Licensee shall provide a “live” telephone answering service during other times (5:00 PM to 9:00 AM) which shall be informed how to respond in case of emergencies requiring standby technicians. Such answering service shall be also instructed to call upon Licensee's standby personnel when it is evident that the complaints received are indicative of a problem affecting three (3) or more subscribers.

Section 6.3 - INSTALLATIONS, OUTAGES AND SERVICE CALLS

Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as Schedule 6.3.

Section 6.4 - INSTALLATION

Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance to within no more than a two (2) hour window for all such appointments, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 AM to 5:00 PM weekdays and Saturdays).

Section 6.6 - PARENTAL CONTROL

(a) Upon request, and at no separate, additional charge, the Licensee shall provide subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge subscriber for use of said box.

Section 6.7 - BILLING AND TERMINATION PROCEDURES

Licensee will comply with the regulations of the Commission, 207 CMR 10.00 et. seq., as those regulations may be amended from time to time, and will inform all prospective subscribers of complete information about rates and charges for different levels of services and service calls, billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service. (See **Schedule 6.7** attached hereto.)

Section 6.8 - VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges, other than for unreturned customer premises equipment, for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

Section 6.9 - BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within fifteen (15) working days of receiving notification from the subscriber. The subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay the disputed portion of a bona fide disputed bill, in accordance with 207 CMR 5.05(5).

Section 6.10 - PROTECTION OF SUBSCRIBER PRIVACY

(a) Licensee shall respect the rights of privacy of every subscriber and/or user of the Cable Communications System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.

(b) Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

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

(d) Licensee shall notify all third parties who offer cable services in conjunction with Licensee, or independently over the Cable System, of the subscriber privacy requirements contained in this Renewal License.

Section 6.11 - PRIVACY WRITTEN NOTICE

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Cable System subscribers, Licensee shall provide a comprehensive and easily understandable written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing Licensee's policy for the protection of subscriber privacy.

Section 6.12 - DISTRIBUTION OF SUBSCRIBER INFORMATION

Licensee and its agents or employees shall not, without obtaining affirmative consent of the individual subscriber, disclose to any third party a subscriber's name or address. A subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the subscriber either by name or address and Licensee shall abide by this request. Any such disclosure shall be in accordance with 47 U.S.C. 631.

Section 6.13 - POLLING BY CABLE

No poll or other upstream response of a subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

Section 6.14 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits, internet usage or subscription package decisions of any individual subscriber except as required by law.

Section 6.15 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to Licensee's customer service office.

Section 6.16 - MONITORING

Neither Licensee or its agents nor the Town or its agents shall tap or 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 commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by

Licensee. Licensee shall not record or retain any information transmitted between a subscriber or commercial use and any third party, except as required for lawful business purposes Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected subscriber.

Section 6.17 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property must have visible employee photo-identification card.

Section 6.18 - TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this License.

Section 6.19 - NON-DISCRIMINATION

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 Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

Section 6.20 - MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIALS

In the event the Licensee surveys the Middleborough subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary.

ARTICLE 7
LICENSE ADMINISTRATION

Section 7.1 - REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Communications System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

Section 7.2 - INDEMNIFICATION

- (a) The Licensee shall indemnify and hold the Town and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable to be installed pursuant to the License or from exercise of any of its rights under this License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings.

Section 7.3 - INSURANCE

- (a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, Section 5(f) with the Town as a named insured with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing

Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System or cable-related activity. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000) per occurrence and an aggregate limit of Five Million Dollars. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

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

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

Section 7.4 - PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town , with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the Town in the sum of Twenty-Five Thousand Dollars (\$25,000). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition

of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Communications System, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

Section 7.5 - SERVICE INTERRUPTIONS

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

Section 7.6 - PERFORMANCE EVALUATION SESSIONS

The Issuing Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Communications System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee shall notify its subscribers of all performance evaluation sessions by announcements on the Local Origination channel of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Licensee shall not be required to preempt its regularly scheduled access or Local Origination programming to air these announcements.

Section 7.7 - NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

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

Section 7.8 - LICENSE FEE ENTITLEMENT

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this Section, shall be calculated on the last day of each year.

(c) In accordance with applicable law, the Issuing Authority may require the prepayment (by Licensee) of not more than eight thousand dollars, to be payable to the Town or a designee of the Town for cable administration or related purposes and the foregoing may be in the form of prepayment of Licensee fees payable under Ch. 166A, s.9, as permitted by 47 U.S.C. 542 with respect to prepayment.

Section 7.9 - NOTICE OF COMPLAINT PROCEDURE

Licensee shall periodically, and at various times of the day, present its business office and address and publicly listed telephone number by means of alphanumeric display on its Local Origination channel. Said notice shall inform subscribers of the procedures required to request service and for inquiries.

Section 7.10 - SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written as well as a record of verbal complaints it receives on file in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of complaints which it receives substantially

equivalent to those required as of the effective date hereof. The Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice .

Section 7.11 - SUBSCRIBER COMPLAINT REPORT

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Commission, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

Section 7.12 - INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within thirty (30) days after receiving a request therefore, 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.]

Section 7.13 - QUALITY OF SERVICE

Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s), after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing.

The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the Town and Licensee, who is not an employee or agent of the Licensee of the Town.

Section 7.14 - SERVICE INTERRUPTION REPORT

Licensee shall submit, on a form prescribed by the Commission, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.10 (Subscriber and User Complaints) herein.

Section 7.15 - FINANCIAL REPORTS

Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Commission and Issuing Authority, on forms prescribed by the Commission, a statement of its revenues and expenses for the Town of Middleborough for official use only. In addition, Licensee shall file annually with the Commission and the Issuing Authority on forms prescribed by the Commission, a financial balance sheet and statement of ownership which shall be open to public inspection. Such statements and balance sheets shall be sworn to by the person preparing same and by the Owner or Treasurer of the Licensee. In the event the Commission no longer requires or provides forms for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved by the Issuing Authority.

Section 7.16 - NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers. Said report shall be filed with the Financial Reports required pursuant to Section 7.16 (Financial Reports) herein.

Section 7.18- NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 7.19 - REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L.c. 166A, Section 4, or any other rights available to the Licensee.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1 - LICENSE AS CONTRACT UNDER SEAL

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

Section 8.2 - ENTIRE AGREEMENT

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

Section 8.3 - CAPTIONS

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

Section 8.4 - SEVERABILITY

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

Section 8.5 - FORCE MAJEURE

If for any 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. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

Section 8.6 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Middleborough Town Hall, 20 Centre St., Middleborough, MA 02346, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Affairs, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095 with a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, 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 or receipt.

Section 8.7 - REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device, at cost, to allow said subscriber to choose between cable and non-cable television reception, as set forth in G.L. ch. 166A, s. 5(h).

Section 8.8 - SUBSCRIBER TELEVISION SETS

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

Section 8.9 - COST OF PUBLICATION

Licensee shall, upon request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute, a maximum of five (5) copies of the License.

Section 8.10 - JURISDICTION

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS _____ DAY OF
JANUARY, 2000.

Approved as to form:

TOWN OF MIDDLEBOROUGH
By:

William August, Esq.
for the Town of Middleborough

Selectman

Selectman

Selectman

Selectman

Selectman

This License is hereby Accepted by:
MEDIAONE OF MASSACHUSETTS, INC.

Senior Vice President, Northeast Region

TABLE OF SCHEDULES

Schedule 3.1	Service Area Schedule
Schedule 4.1	Initial Rates
Schedule 4.3	Broad Categories of Programming
Schedule 4.4	Initial Program Services
Schedule 5.1(e)	Equipment Inventory
Schedule 5.6	I-Net
Schedule 6.3	Customer Service Obligations
Schedule 6.7	Billing and Termination Regulations

Schedule 3.1 re: Service Area

- 3.1. Licensee agrees to extend the cable system to River Street and the subscribing homes thereon within twelve (12) months from the effective date of this Renewal License.

Schedule 4.1, Initial Rates

Schedule 4.3, Broad Categories of Programming

Schedule 4.4, Initial Program Line-up

Schedule 5.1(e), Equipment Inventory

Schedule 5.6, I-Net

Schedule 6.3, Customer Service Regulations

Schedule 6.7, Billing and Termination Regulations

TO: Paul Falce, From: Bill August: license transmittal letter for Town letterhead:

January __, 2000

Alicia Matthews, Director
Mass. Cable Television Division, DTE
One South Station
Boston, MA 02110

**RE: Issuing Authority Public Statement Reporting License Grant Pursuant to
207 CMR 3.06**

Dear Director Matthews:

The Board of Selectmen of the Town of Middleborough, in their capacity as cable television renewal license Issuing Authority, voted the grant of a renewal license to MediaOne, effective January 14, 2000, a copy of which is enclosed herewith.

Pursuant to 207 Code of Massachusetts Regulations 3.06, this letter will serve as the Issuing Authority written public statement reporting the license grant and the reasons for it. The Issuing Authority states as reasons for the grant that it found that the Licensee, among other things, substantially complied with certain renewal criteria as set forth in the provisions of 47 U.S.C. s.546 (c)(1) and 207 CMR 3.06 including financial, legal and technical ability and reasonableness of renewal proposal.

Please enter this statement in the Division correspondence and License files as applicable. Thank you for your attention to this matter.

Very truly yours,

John Healey
Town Manager

Enclosure

cc: Bill August, Esq.
Paul Falce, Chairman, Cable Committee

